



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
JUNE 9, 2015
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Pledge of Allegiance

Approval of the minutes of the (1) Special Concurrent City Council and HRA Meeting of May 26, 2015 and (2) Regular City Council Meeting of May 26, 2015.

PRESENTATIONS

1. Presentation of the Gene & Mary Jacobsen Citizen of the Year for 2015 Award to Russ King. (Council Memo No. 45)
2. Annual meeting with the Human Rights Commission.

COUNCIL DISCUSSION

3. Hats Off to Hometown Hits

AGENDA APPROVAL

4. Approval of the agenda.
5. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of the approval of a Cooperative Agreement with Hennepin County for the Portland Avenue Reconstruction Project.

Staff Report No. 84
 - B. Consideration of the approval of a resolution authorizing an interim use permit to allow construction of a temporary 75-foot telecommunication tower at the Penn Avenue Water Tower / Richfield Fire Station #2.

Staff Report No. 85

- C. Consideration of the approval of a resolution authorizing an accounting change from an Enterprise (Proprietary) Fund to a Capital Project Fund for the Recreation Enterprise Fund.

Staff Report No. 86

- D. Consideration of the approval of the purchase of Self-Contained-Breathing-Apparatus (SCBA) for the Fire Department from Emergency Response Solutions in the amount of \$229,297.85.

Staff Report No. 87

6. Consideration of items, if any, removed from Consent Calendar

PUBLIC HEARINGS

7. Public hearing regarding a resolution giving host approval for the City of Columbus to issue conduit bonds for the benefit of Richfield Senior Living, Inc. in order to refinance its independent living and assisted living facility located at 7601 Lyndale Avenue South.

Staff Report No. 88

RESOLUTIONS

8. Consideration of a resolution regarding a request to demolish the building at 7528 Lyndale Avenue and construct a two-story addition to 7524 Lyndale Avenue in its place.

Staff Report No. 89

OTHER BUSINESS

9. Consideration of:
1. Award of contract for the Portland Avenue Reconstruction Project (67th Street to 77th Street).
 2. Authorization for the City Manager to approve changes in the construction contract up to \$100,000.
 3. Proposal for Kimley Horn & Associates to provide construction engineering services.

Staff Report No. 90

CITY MANAGER'S REPORT

10. City Manager's Report

CLAIMS AND PAYROLLS

11. Claims and payrolls

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

12. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



CITY COUNCIL MINUTES

Richfield, Minnesota

Special Concurrent City Council and Housing and Redevelopment Authority Meeting

May 26, 2015

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 6:00 p.m. in the Bartholomew Room.

Council Members Present: Debbie Goettel, Mayor; Pat Elliott; Michael Howard; Edwina Garcia; and Tom Fitzhenry.

HRA Members Present: Mary Supple, HRA Chair, Pat Elliott; Debbie Goettel; Doris Rubenstein; and David Gepner.

Staff Present: Steven L. Devich, City Manager/HRA Executive Director; John Stark, Community Development Director; Karen Barton, Assistant Community Development Director; and Cheryl Krumholz, Executive Coordinator.

Item #1

CONSIDERATION OF THE RANKING OF DEVELOPMENT PROPOSALS FOR THE CEDAR POINT HOUSING REDEVELOPMENT AREA (COUNCIL S.R. NO. 77/HRA S.R. NO. 20)

City Manager/HRA Executive Director Devich presented Council Staff Report No. 77/HRA Staff Report No. 20. City Council Members and HRA Commissioners will be asked to individually rank their development proposal preferences tonight. Staff will subsequently compile the rankings and provide the City Council and HRA with a follow-up memo detailing the results.

Community Development Director Stark discussed the Cedar Point housing area process for soliciting feedback from the public, including a virtual open house through Richfield Connect and the City's website.

Mr. Stark provided an update on the Cedar Corridor Tax Increment Financing Extension legislation. The Legislature failed to pass a tax bill this season so the extension was not approved. He explained the impact this could have on the proposals for the Cedar Point Housing Redevelopment area.

The City Council and HRA discussed the feedback received from the public regarding the proposals, including a park-like setting, walk-ability, parking lot location, traffic, driveway access, construction timeline, ages and dynamics of people, use of amenities, attracting young professionals, and support for a combination of rental and ownership.

Community Development Director Stark stated that the City Council and HRA will formalize the ranking at separate meetings.

Mr. Stark acknowledged there is a conflict regarding traffic on 16th Avenue due to Three Rivers Park District desire to limit driveway access on Richfield Parkway because of the trail.

Assistant Community Development Director Barton distributed the ranking form to each City Council Member and HRA Commissioner. She collected the form upon its. The meeting was then adjourned.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:30 p.m.

Date Approved: June 9, 2015.

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Meeting

May 26, 2015

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 7:00 p.m. in the Council Chambers.

Council Members Present:

Debbie Goettel, Mayor; Michael Howard; Pat Elliott; Edwina Garcia; and Tom Fitzhenry.

Staff Present:

Steven L. Devich, City Manager; Jay Henthorne, Public Safety Director/Police Chief; Karen Barton, Assistant Community Development Director; Chris Regis, Finance Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; Mary Tietjen, City Attorney; and Cheryl Krumholz, Executive Coordinator.

OPEN FORUM

None.

PLEDGE OF ALLEGIANCE

Mayor Goettel led the audience in the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Fitzhenry, S/Elliott to approve the minutes of the (1) Special City Council Worksession of May 12, 2015; (2) Special Concurrent City Council & HRA Worksession of May 12, 2015; and (3) Regular City Council Meeting of May 12, 2015.

Motion carried 5-0.

Item #1	CHOIR CONCERT PRESENTED BY THE COMBINED STEM/RDLS FIFTH GRADERS
Item #2	PRESENTATION AND RECEIPT OF THE CITY OF RICHFIELD COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDED DECEMBER 31, 2014 S.R. NO. 78

Matthew Mayer, representative of the City's audit firm KDV, reviewed the 2014 Audit and 2014 Comprehensive Annual Financial Report.

M/Goettel, S/Fitzhenry to approve receipt of the City of Richfield Comprehensive Annual Financial Report for fiscal year ended December 31, 2014.

Motion carried 5-0.

Item #3	ANNUAL MEETING WITH THE ADVISORY BOARD OF HEALTH
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Erin Rykken, Advisory Board of Health Chair, provided the report.

Item #4	PRESENTATION OF THE 2014 FOOD SAFETY AWARDS (COUNCIL MEMO NO. 36)
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Erin Rykken, Advisory Board of Health Chair, presented the awards to:

Full Service Restaurant	Cadao Express, 6637 Penn Avenue
Fast Food/Pizza Carry Out/Cafeteria	Taco Bell, 7740 2 nd Avenue

Item #5	PRESENTATION OF THE RICHFIELD TOURISM PROMOTION BOARD, INC. FINANCIAL REPORT FOR YEAR-END DECEMBER 31, 2014 AND 2013
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Pat Brekken, Richfield Tourism Board Promotion Board, Inc., presented the report.

M/Goettel, S/Fitzhenry to accept the Richfield Tourism Promotion Board, Inc. financial report for year-end December 31, 2014 and 2013.

Motion carried 5-0.

Item #6	PRESENTATION OF THE ASSOCIATION OF PUBLIC MANAGEMENT PROFESSIONALS ASSISTANT OF THE YEAR AWARD TO RICHFIELD ASSISTANT CITY MANAGER/HR MANAGER PAM DMYTRENKO
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Mayor Goettel acknowledged the presentation of the award.

Item #7	COUNCIL DISCUSSION <ul style="list-style-type: none">• Cancel Tuesday, August 25 Regular City Council Meeting• Schedule Monday, August 24 Special City Council Meeting regarding 2015 Revised/2016 Proposed Budget• Hats Off to Hometown Hits
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Council Member Fitzhenry reported on a recent press release: FAA to Re-Evaluate Method for Measuring Effects of Aircraft Noise.

The City Council consensus was to cancel the Tuesday, August 25 Regular City Council Meeting and schedule the Monday, August 24 Special City Council Meeting.

Council Member Garcia acknowledged the recent death of Don Priebe, long-time Richfield resident and former Richfield Mayor and Council Member.

Council Member Garcia made several announcements related to upcoming Richfield events.

Council Member Fitzhenry acknowledged two police unions for funding the engraving of Fred Babcock's name on the tablet at the Honoring All Veterans Memorial.

Item #8	COUNCIL APPROVAL OF AGENDA
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M/Fitzhenry, S/Howard to approve the agenda.

Motion carried 5-0.

Item #9	CONSENT CALENDAR
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- A. Consideration of the approval of a resolution authorizing the City to affirm the monetary limits on statutory municipality tort liability S.R. No. 79

RESOLUTION NO. 11086

RESOLUTION AFFIRMING MUNICIPAL TORT LIABILITY LIMITS
ESTABLISHED BY MINNESOTA STATUTES 466.04

This resolution appears as Resolution No. 11086.

- B. Consideration of the approval of a public hearing to be held on June 23, 2015 for the consideration of the issuance of new on-sale intoxicating liquor and Sunday licenses for GM Richfield, LLC, d/b/a Four Points by Sheraton Minneapolis Airport located at 7745 Lyndale Avenue South S.R. No. 80

M/Fitzhenry, S/Howard to approve the Consent Calendar.

Motion carried 5-0.

Item #10	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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None.

Item #11	PUBLIC HEARING FOR THE CONSIDERATION OF THE ISSUANCE OF NEW ON-SALE INTOXICATING AND SUNDAY LICENSES FOR THOMPSON'S FIRESIDE PIZZA, INC. D/B/A FIRESIDE PIZZA LOCATED AT 6736 PENN AVENUE SOUTH S.R. NO. 81
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Council Member Elliott presented Staff Report No. 81.

M/Elliott, S/Goettel to close the public hearing.

Motion carried 5-0.

M/Elliott, S/Fitzhenry to approve the issuance of new on-sale intoxicating and Sunday licenses for Thompson's Fireside Pizza, Inc. d/b/a Fireside Pizza located at 6736 Penn Avenue South.

Motion carried 5-0.

Item #12	CONSIDERATION OF A RESOLUTION REGARDING A REQUEST FOR A SIX-MONTH EXTENSION OF LAND USE APPROVALS FOR 6330, 6400 AND 6440 LYNDALE AVENUE (LYNDALE GARDENS) S.R. NO. 82
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Council Member Garcia presented Staff Report No. 82.

Colleen Carey, The Cornerstone Group developer, explained there are no funding tools yet available for financing affordable and market rate housing combined in a single development. She requested the scope of the Lyndale Gardens project be changed to include only market rate housing. She added that an investor is now available for market rate housing financing and requested an extension of the land use approvals.

Ms. Carey continued that Cornerstone is also requesting the City Council to authorize staff to request an amendment to the Metropolitan Council Livable Communities Transportation Oriented Development Grant to no longer include affordable housing.

Gregg Handrich, Principal of FIDES Capital Partners, discussed their company's desire and willingness to invest in this project if it is 100% market-rate.

Ms. Carey explained the construction timeline of separating the housing and retail and a closing by November 2015. The retail would not move forward at this time since there is no tenant.

Assistant Community Development Director Barton stated that if the extension is approved, as long as the project in its entirety has substantial completion by December 10, 2015, the retail component would have no bearing independently. If the substantial completion requirement is met, land use approvals would remain open as long as progress continued to be made toward completion of the project.

Council Member Elliott stated that the previous extension was approved based upon substantial completion and it did not happen so he said he would not vote for the extension.

Council Member Garcia expressed disappointment that there would no longer be affordable housing included in the project because it is an important part of public policy. She said she would approve the land use extension tonight but probably not again.

Council Member Howard stated affordable housing was a noble part of the project but the project does merit value in the future so he would support moving forward.

Ms. Barton stated that if the extension is not approved tonight, the developer would need to reapply for land-use approvals for the project.

Council Member Fitzhenry stated the City is seeking younger people with disposable incomes so he was not unhappy with the loss of the affordable housing component. He added he would support the extension but not again.

Mayor Goettel shared the perspective on the affordable housing component. She stated this may be the last time for this project to come before the City Council requesting an extension.

Council Member Elliott questioned if the Metropolitan Council would require repayment of the grant with the removal of affordable housing from the project.

Ms. Barton explained the Metropolitan Council would not commit until the grant amendment was received from the City, but did not believe repayment would be required based on statements made by Met Council representatives at a previous City Council meeting.

City Attorney Tietjen requested the City Council motion include a recommendation that would be contingent upon staff's definition of substantial completion.

M/Garcia, S/Fitzhenry that the following resolution be adopted and that it be made part of these minutes and include that it is contingent upon staff's definition of substantial completion:

RESOLUTION NO. 11087

**RESOLUTION GRANTING EXTENSION OF LAND USE APPROVALS
AT 6330, 6400 AND 6440 LYNDALE AVENUE**

Motion carried 4-1. (Elliott oppose) This resolution appears as Resolution No. 11087.

Item #13	CONSIDERATION OF A METROPOLITAN COUNCIL LIVABLE COMMUNITIES TRANSPORTATION ORIENTED DEVELOPMENT GRANT AMENDMENT REQUEST RELATING TO THE LYNDALE GARDENS PROJECT S.R. NO. 83
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Council Member Howard presented Staff Report No. 83.

M/Howard, S/Goettel to approve the Metropolitan Council Livable Communities Transportation Oriented Development grant amendment request related to the Lyndale Gardens Project.

Motion carried 4-1. (Elliott oppose)

Item #14	CITY MANAGER'S REPORT
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None.

The Mayor requested a meeting be scheduled regarding a mid-year review of the City Council goals.

Item #15	CLAIMS AND PAYROLLS
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M/Fitzhenry, S/Garcia that the following claims and payrolls be approved:

U.S. Bank		05/26/15
A/P Checks: 240780-241148	\$	1,051,919.80
Payroll: 110248-110570 42432-42433	\$	601,660.00
TOTAL	\$	1,653,579.80

Motion carried 5-0.

OPEN FORUM

None.

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ADJOURNMENT

The City Council Meeting was adjourned by unanimous consent at 8:36 p.m.

Date Approved: June 9, 2015

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Steven L. Devich
City Manager

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

June 4, 2015

Council Memorandum No. 45

The Honorable Mayor
and
Members of the City Council

Subject: Presentation of Gene & Mary Jacobsen Citizen of the Year for 2015 Award
(Agenda Item No. 1)

Council Members:

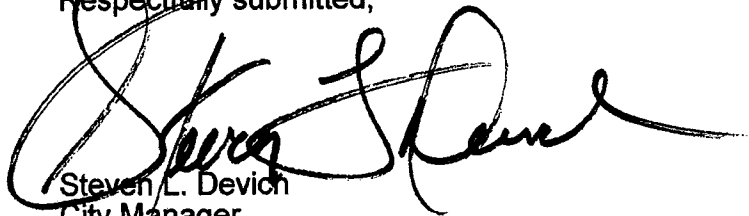
The Richfield Human Rights Commission has selected a Citizen of the Year award recipient since 1971. The award is given to a family, group, organization, business or individual who lives or works in Richfield and whose actions demonstrate an awareness and commitment to the attitudes and practices that foster human understanding, tolerance and the spirit of human relations.

The Human Rights Commission has voted to present the 2015 Gene and Mary Jacobsen Outstanding Citizen award to Russ King. Russ is a 1980 graduate of Richfield High School. Since then he has been involved in entertainment and Social Justice and is well known for his character, Miss Richfield 1981.

Russ makes people all over America laugh. In 1995, he created Miss Richfield 1981, and has made thousands laugh while using his position to raise money for and to bring positive attention to various causes.

Russ was the Communications Director with Minnesota Aids Project from 1993 to 1998. He is a member of and major fundraiser for the Twin Cities Gay Men's Chorus. He supports and raises money for Park House, a treatment facility for folks afflicted with Aids. Russ was also involved with MNUnited and Outfront MN in combating the marriage amendment and passing the Freedom to Marry bill.

Respectfully submitted,



Steven L. Devich
City Manager

SLD/TS:kaa
Email: Department Directors
Assistant City Manager



AGENDA SECTION:
AGENDA ITEM #

CONSENT CALENDAR
5.A.

STAFF REPORT NO. 84
CITY COUNCIL MEETING
6/9/2015

REPORT PREPARED BY: Jeff Pearson, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Acting Public Works Director
6/2/2015

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich
6/2/2015

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a Cooperative Agreement with Hennepin County for the Portland Avenue Reconstruction Project.

EXECUTIVE SUMMARY:

In advance of the upcoming reconstruction of Portland Avenue (County State Aid Highway 53) between 67th Street and 77th Street, City and County staff have negotiated the attached Construction Cooperative Agreement.

According to the proposed agreement, Hennepin County will reimburse the City a lump sum \$550,000 as its share of State Aid eligible construction items and right of way costs (easements) for the project.

Additionally, the County, through its Roadside Enhancement Partnership Program (REPP), will participate in the costs to underground overhead power lines, as set forth in the County's Cost Participation Policy (Exhibit A). The County shall reimburse the City for 50% of the costs to underground the overhead power lines up to a maximum of \$200,000.

RECOMMENDED ACTION:

By Motion: Approve Construction Cooperative Agreement No. PW-48-19-14 between the County of Hennepin and the City of Richfield for the reconstruction of Portland Avenue between 67th Street and 77th Street.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Project Layout

- The City Council approved the preliminary layout (Concept 2 alternative) at the April 22, 2014 meeting.
- The Concept 2 alternative includes the following design elements:
 - A single 11-foot vehicle travel lane in each direction with a dual direction 11-foot center left-turn lane.
 - Two 6-foot on street bike lanes using the same concrete gutter pan design as 76th Street.
 - A 6-foot vegetated boulevard behind the curb on both sides of the street.
 - A 6-foot concrete sidewalk on the west side of the street.
 - An 8-foot bituminous multi-use trail on the east side of the street.

- Full access center median islands at the minor intersections, including 73rd Street.
- On March 24, 2015, City Council approved final plans and specifications for the Portland Avenue Reconstruction Project (CP 41008) and authorized staff to advertise for bids.
- On May 7, 2015, the project was advertised for bid.
- Bids were opened on May 28, 2015 and are expected to be presented to the City Council on June 9, 2015.

Property Impacts

- The selected design extends the edge of the sidewalk by approximately 5.5' due to the inclusion of a green boulevard.
- In areas where the right-of-way is 33' from centerline, this will require a 4' permanent easement.
- There were 83 properties that met this requirement and all the permanent easements have been secured for this project.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The Portland Avenue Reconstruction Project is included in the approved Five Year Street Reconstruction Plan and the City's Capital Improvement Plan.
- The Portland Avenue Reconstruction Project has been identified as a priority in the City's Comprehensive Plan.
- Hennepin County and MnDOT have approved the plans.

C. CRITICAL TIMING ISSUES:

- The Construction Cooperative Agreement needs to be approved before the approval of the construction contractor selection, expected to take place June 9, 2015.
- The \$3,750,000 in federal funding is tied to the City Council approval that requires a start of construction in 2015.

D. FINANCIAL IMPACT:

- The total project is estimated to cost \$9.6 million with the following contributions:
 - \$3,750,000 Federal
 - \$750,000 County
 - \$5,100,000 City (includes reconstruction of City utilities and undergrounding of overhead utilities)
- The following sources are planned for the City contribution:
 - Street Reconstruction Bonds (\$3,400,000)
 - Municipal State Aid (gas tax) or City Utility Funds (\$1,500,000)
 - Xcel Rate Payers Fee (\$200,000)
- Approval of the Construction Cooperative Agreement will provide the City with the final remaining funding needed to complete the reconstruction project.

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed the agreement and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- Council may choose to take no action at this time; however, it is recommended that the Construction Cooperative Agreement be approved before the construction contract is awarded.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▢ Cooperative Agreement	Contract/Agreement
▢ Exhibit A	Contract/Agreement
▢ Approved Concept 2	Backup Material

Agreement No. PW 48-19-14
County Project No. 1006
County State Aid Highway No. 35
City of Richfield
County of Hennepin

CONSTRUCTION COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the **City of Richfield**, municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County and the City have been negotiating to bring about the reconstruction of County State Aid Highway No. (CSAH) 35 (Portland Avenue) between 67th Street East and 77th Street East, which improvements contemplate and include grading, aggregate base, bituminous paving, storm sewer, concrete curb and gutter, signing and striping, watermain, sanitary sewer, lighting, landscaping, and traffic signals; and

WHEREAS, the abovementioned roadway improvements are to be accomplished under City Project Number 41008 (County Project Number 1006; State Aid Project Numbers 027-635-031, 157-020-026 and 157-113-007), and hereinafter referred to as the "Project"; and

WHEREAS, the City or its agents shall be responsible to develop the plans and specifications for the Project; and

WHEREAS, the City has requested that the County approve the plans and specifications and the County has indicated its willingness to approve said plans and specifications; and

WHEREAS, the City or its agents shall be responsible for administering construction of the Project and has adequate personnel available to perform the construction staking, testing, inspection and development of as-built plans required on the Project; and

WHEREAS, the County will participate in the Project costs as provided for herein; and

WHEREAS, to ensure compatibility with the County's existing network of traffic signal systems the County will furnish the video detection equipment, controllers, control equipment and control cabinets for the traffic control signal systems included in the Project; and

WHEREAS, the County has Roadside Enhancement Partnership Program (REPP) funds available and will participate in the costs with REPP funds to underground overhead power lines and construct street lighting; and

WHEREAS, it is contemplated that said work be carried out by the parties hereto under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1 and Section 471.59.

NOW THEREFORE, IT IS HEREBY AGREED:

I

The City or its agents shall prepare the necessary plans, specifications, and proposal; obtain approval of said plans and specifications from the County; advertise for bids for the work and construction; receive and open bids pursuant to said advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and, perform the required engineering and inspection; all in accordance with said plans and specifications.

The contract shall include the plans and specifications prepared by the City or its agents and approved by the County. Said plans and specifications shall conform to Minnesota Department of Transportation (MnDOT) Design Standards applicable to County State Aid Highways, and shall be approved by MnDOT Metro District State Aid.

II

Prior to beginning construction, the City shall furnish the County with two (2) complete sets of County approved plans and specifications for said Project. Upon completion of the Project, the City or its agents shall furnish the County with a complete set of as-built plans certified as to their accuracy by the City's Project Engineer. Said as-designed plans, specifications and as-built plans for the Project shall be furnished by the City at no cost to the County.

III

The City or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project.

The City or its agents shall administer the construction contract and perform all required engineering, inspection and testing. All construction and materials sampling and testing for the Project shall be accomplished in accordance with all applicable standards and requirements of the Minnesota Department of Transportation's (MnDOT) State Aid for Local Transportation Division in effect at the time of Contract award.

The City shall also obtain, and comply with, any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project. Said permits and approvals shall be obtained prior to the start of any construction and made available to the County upon request. It is understood that the City or its contractor will obtain a permit from the County for the performance of the work on CSAH 35 as provided herein. Said permit will be granted at no cost to the City or its contractor.

IV

The construction of this Project shall be under the supervision and direction of the City Engineer or designated representative. All work for the Project shall be completed in compliance with the plans and specifications. The County Engineer and representative staff shall have the right, as the work progresses, to enter upon the premises to make any inspections deemed necessary and shall cooperate with the City Engineer and staff at their request to the extent necessary.

The County agrees that the City may make changes in the above referenced approved plans or in the character of said contract construction which are reasonably necessary to cause said construction to be in all things performed and completed in a satisfactory manner. It is further agreed by the County that the City may enter into any change orders or supplemental agreements with the City's contractor for the performance of any additional construction or construction occasioned by any necessary, advantageous or desirable changes in plans, within the original scope of the Project. The City shall obtain the approval of the County Engineer or designated representative on change orders or supplemental agreements involving work on CSAH 35. The County will respond to the City's request for approvals within seven (7) calendar days.

V

The County shall reimburse the City the lump sum amount of Five Hundred Fifty Thousand Dollars and No Cents (\$550,000.00) as its share of State Aid eligible construction items and right of way costs for the Project. It is understood that the County will not participate in the costs for consultants.

After an award by the City to the successful bidder for construction of the Project, the City shall invoice the County for ninety five (95) percent of the County's participating share of the costs for the Project (\$522,500.00). The remainder of the County's share of the Project costs (\$27,500.00), will be due the City upon the completion of the Project, and upon review and approval of the Project by the County Engineer or designated representative. Upon approval of the completed Project by the County Engineer or designated representative the City shall submit its final invoice to the County. The County will within forty five (45) days of said invoices, deposit with the City funds totaling the amount of the invoice.

It is understood by the City that the County intends to use County State Aid funds to reimburse the City for the County's share of the Project's construction and right of way costs. Accordingly, it is

understood and agreed that the County reserves the right not to make payment to the City for its share of the construction and right of way costs if any action or inaction of the City causes MnDOT's State Aid Engineer to determine that the County's costs are not eligible for State Aid funding. It is further understood and agreed that the City shall reimburse the County monies paid the City for the County's share of the Project construction or right of way costs which MnDOT's State Aid Engineer determines are not eligible for County State Aid reimbursement.

VI

The County, through its Roadside Enhancement Partnership Program, will participate in the costs to underground overhead power lines. As set forth in the County's Cost Participation Policy, the County's proportionate share of utility burial costs eligible for this funding source is fifty (50) percent. The County shall reimburse the City for fifty (50) percent of the costs to underground overhead power lines up to a maximum of Two Hundred Thousand Dollars and No Cents (\$200,000.00).

Upon completion of the work and acceptance of the work by the County Engineer or a designated representative, the City will submit an itemized invoices to the County for one hundred (100) percent of the County's share of the costs to underground overhead power lines. The County agrees to remit payment to the City within forty five (45) days after receipt of the invoices.

VII

For informational purposes only, it is anticipated that the County's cost participation share for the Project will \$750,000.00 (\$550,000 - construction and right of way costs, \$200,000 – utility burial costs).

VIII

The County will supply the traffic signal cabinet, controller and control equipment and video detection equipment (County Supplied Equipment) for the traffic control signal systems installed at the following intersections as a part of the Project:

- CSAH 35 and 70th Street East
- CSAH 35 and 76th Street East
- CSAH 35 and 77th Street East

It is understood by the parties that the emergency vehicle preemption (EVP) cards will not be supplied by the County and will be included in the Project's construction contract.

The City shall reimburse the County for one hundred percent of the costs for the County Supplied Equipment. The estimated cost to the City for said County Supplied Equipment is One Hundred Thirty Five Thousand Dollars and No Cents (\$135,000.00). It is further agreed that said estimate of the costs of the County supplied equipment is an estimate and that the actual quantities of

equipment, as determined by the County Engineer shall govern in computing the total final cost to the City.

The City or its agents shall notify the County's Signal Shop Supervisor two (2) weeks in advance of need of the County Supplied Equipment. The County shall notify the City when the County Supplied Equipment is ready to be picked up for field installation. It shall be the responsibility of the City or its agents to pick up the County Supplied Equipment at the Hennepin County Department of Transportation, Public Works Facility in Medina, Minnesota and install said equipment on the Project.

Upon pickup of the County Supplied Equipment by the City or its agents, the County will invoice the City for the County Supplied Equipment.

IX

All payments to the County must be postmarked by the date due or a late penalty of one (1) percent per month, or fraction thereof, on the unpaid balance will be charged to the City. The City shall pay the amount due as stated on the statement, notwithstanding any dispute of such amount. Should a disputed amount be resolved in favor of the City, the County shall reimburse the disputed amount plus daily interest thereon calculated from the date such disputed amount was received by the County. Daily interest shall be at the rate of one (1%) percent per month on the disputed amount.

All payments to the City must be postmarked by the date due or a late penalty of one (1) percent per month, or fraction thereof, on the unpaid balance will be charged to the County. The County shall pay the amount due as stated on the statement, notwithstanding any dispute of such amount. Should a disputed amount be resolved in favor of the County, the City shall reimburse the disputed amount plus daily interest thereon calculated from the date such disputed amount was received by the City. Daily interest shall be at the rate of one (1%) percent per month on the disputed amount.

X

The City shall install or cause the installation an adequate three wire, 120/240 volt, single phase, alternating current electrical power connection to the permanent traffic control signals, flashers and integral street lights included in the Project at no cost to the County. Further, the City shall provide the electrical energy for the operation of the traffic control signal, flashers and integral streetlights included in the Project at no expense to the County.

It is understood by the parties that the County or its agents will provide a traffic signal service cabinet designed for battery backup in case of electrical power outages.

It is further understood and agreed that the City shall provide the electrical energy for the operation of the street and pedestrian lighting included in the Project at no expense to the County.

XI

The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signals, however, nothing herein shall prohibit prompt, prudent action by properly constituted authorities in situations where a part of such traffic control signals may be directly involved in an emergency.

XII

Upon completion of the Project the County shall thereafter maintain and repair the traffic control signal systems installed as a part of the Project, all at the sole cost and expense of the County. Said maintenance shall include all EVP components. The City, at its expense, agrees to maintain the fuse, the luminary and the wire to the load side of the meter socket.

The EVP Systems provided for herein shall be installed, operated, maintained or removed in accordance with the following conditions and requirements:

1. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 and 169.03. The City will provide the County Engineer or his designated representative a list of all such vehicles with emitter units.
2. Malfunctions of EVP Systems shall be reported to the County immediately.
3. In the event said EVP Systems or components are, in the opinion of the County, being misused or the conditions set forth herein are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County shall remove the EVP Systems. Upon removal of the EVP Systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, indicator lamps and all other components shall become the property of the County.
4. All timing of said EVP Systems shall be determined by the County.

XIII

Upon completion of the Project, all water distribution system components, municipal sanitary sewer systems, concrete sidewalk, fencing, street and pedestrian lighting, and all municipal street construction included in the Project will become the property of the City, and the City will perform all maintenance, restoration, repair, replacement or other work or services required thereafter at no expense to the County.

Upon completion of the Project, all streetscape, landscaping and associated landscaping

structures shown in the plans for the Project, including but not limited to landscaping and streetscape within the roadway medians, will become the responsibility of the City and the City will perform all maintenance, restoration, repair, replacement or other work or services required thereafter at no expense to the County. The City agrees to maintain the streetscape, landscaping and associated landscaping structures in accordance with the attached "HENNEPIN COUNTY DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION DIVISION; RECOMMENDED URBAN LANDSCAPE/STREETSCAPE GUIDELINES" (Exhibit "A").

Upon completion of the Project the County, at its own cost and expense, will retain ownership and maintenance responsibilities for those portions of the roadway storm sewer drainage system functioning as catch basins and associated lead pipes that are within or between the outermost curb lines of the County roadways, as well as those within the radius return limits of intersecting municipal streets. All other components of the roadway storm sewer drainage system, constructed as a part of this Project including but not limited to all trunk lines, drainage structures, drainage culverts, ponds, and storm water treatment structures will become the property of the City and must be maintained by the City. If, at any time in the future, the storm water trunk lines constructed as a part of this Project are reconditioned and/or replaced, the costs of reconditioning and/or replacement must be apportioned between the County and City by contributing flow.

Upon completion of the Project, the City, at its sole cost and expense, will perform all routine maintenance on the retaining walls and retaining wall fencing constructed as a part of the Project. If, at any time in the future, the retaining walls and integral retaining wall fencing constructed as a part of the Project for highway purposes are rehabilitated and/or replaced, the County agrees to participate in fifty (50) percent of the costs of the rehabilitation and/or replacement.

All questions of maintenance responsibilities that may arise will be jointly resolved by the City's Director of Public Works and the County's Assistant Department Director for Operations Engineer.

The parties understand that the County requires an operational clear zone behind the face of curb for storage of snow removed from County roadways. The City, at its discretion, will remove snow that may be placed on the sidewalks and/or pedestrian/bicycle paths within the operational clear zone, as a result of the County's snow removal operations on CSAH 35 within the limits of the Project. This paragraph is not intended to confer a benefit upon any third party, and the City's decision regarding snow removal is at the City's sole discretion pursuant to its policy on removal of snow and ice from its sidewalks and/or pedestrian/bicycle paths and trails.

XIV

All records kept by the City and the County with respect to the Project shall be subject to examination by the representatives of each party hereto.

XV

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466, as a waiver of any immunities or defenses available to the City or the County under law, or as the City or County accepting liability for the acts or omissions of the other under Minnesota Statutes, section 471.59, subd. 1a. To the fullest extent permitted by law, this Agreement and the activities carried out hereunder shall be construed as "cooperative activity" and it is the intent of the City and County that they shall be deemed a "single governmental unit" for the purposes of determining total liability as set forth in Minnesota Statutes, section 471.59, subd. 1a(b).

The County and the City each warrant that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program.

XVI

The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers and employees, from any liabilities, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City, its contractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for related to the ownership, maintenance, existence, restoration, repair or replacement of the improvements constructed as part of the Project. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

The County agrees to defend, indemnify, and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County, its contractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable related to the ownership, maintenance, existence, restoration, repair or replacement of the improvements constructed as part of the Project. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

XVII

The City also agrees that any contract let by the City or its agents for the performance of the work on County State Aid Highway No. 35 as provided herein shall include clauses that will: 1) Require the Contractor to defend, indemnify, and hold the County, its officials, officers, agents and employees harmless from any liability, causes of action, judgments, damages, losses, costs or expenses including, without limitation, reasonable attorneys' fees, arising out of or by reason of the acts and/or omissions of the said Contractor, its officers, employees, agents or subcontractors; 2) Require the

Contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the Contractor to provide and maintain insurance in accordance with the following:

1. Commercial General Liability on an occurrence basis with Contractual Liability and Explosion, Collapse and Underground Property Damage (XCU) Liability coverages:

	<u>Limits</u>
General Aggregate	\$2,000,000
Products--Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.

2. Automobile Liability:

Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles:	\$1,500,000
--	-------------

3. Workers' Compensation and Employer's Liability:

A. Workers' Compensation	Statutory
--------------------------	-----------

If the Contractor is based outside the State of Minnesota, coverages must apply to Minnesota laws.

- B. Employer's Liability - Bodily injury by:

Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

4. Professional Liability – Per Claim
Aggregate
- | | |
|--|-------------|
| | \$1,500,000 |
| | \$2,000,000 |

The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

It understood and agreed by the parties hereto that the above listed Professional Liability insurance will not be required in any construction contract let by the City if the City's Contractor is not required to perform design engineering as part of said construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City's Contractor to determine the need for and to procure additional insurance which may be needed in connection with said Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

XVIII

It is further agreed that any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and that any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

Also, any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and that any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.

XIX

In order to coordinate the services of the County with the activities of the City so as to accomplish the purposes of this Agreement, the Hennepin County Engineer or designated representative shall manage this Agreement on behalf of the County and serve as liaison between the County and the City.

In order to coordinate the services of the City with the activities of the County so as to accomplish the purposes of this Agreement, the City Engineer or designated representative shall manage this Agreement on behalf of the City and serve as liaison between the City and the County.

XX

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

XXI

The whereas clauses are incorporated herein and are hereby made a part of this Agreement.

XXII

The provisions of Minnesota Statutes 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

XXIII

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

(this space left intentionally blank)

Agreement No. PW 48-19-14
CSAH 35; C.P. 1006

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF RICHFIELD

(Seal)

By: _____
Mayor

Date: _____

And: _____
Manager

Date: _____

COUNTY OF HENNEPIN

ATTEST:

By: _____
Deputy/Clerk of the County Board

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

Date: _____

By: _____
Chair of its County Board

Date: _____

And: _____
County Administrator

Date: _____

And: _____
Assistant County Administrator, Public Works

Date: _____

APPROVED AS TO EXECUTION:

By: _____
Assistant County Attorney

Date: _____

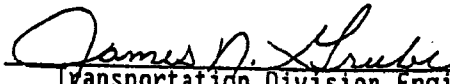
RECOMMENDED FOR APPROVAL

By: _____
Director, Transportation Department
and County Highway Engineer

Date: _____

HENNEPIN COUNTY
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION

**RECOMMENDED URBAN LANDSCAPE/
STREETSCAPE GUIDELINES**


Transportation Division Engineer

Revision No. 0 Date 04/03/95

APRIL, 1995

Hennepin County Agreement PW 48-19-14
Exhibit "A"; Sheet 1 of 8

April 3, 1995

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April 3, 1995

**HENNEPIN COUNTY
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION**

**RECOMMENDED URBAN
LANDSCAPE/STREETSCAPE GUIDELINES
APRIL, 1995**

INTRODUCTION

Hennepin County Department of Public Works' Transportation Division (Division) has as a delegated function and responsibility to maintain a system of roadways that provide transportation for residents of the County in a safe, efficient manner. Year around safety requires adequate sight distances and a minimum operational clear zone that can also accommodate snow storage. The Division has prepared this Recommended Urban Landscape/Streetscape Guidelines (Guidelines) to more consistently and thoroughly respond to questions about urban landscape/streetscape design practices.

All landscape/streetscape plans must be prepared and signed in accordance with the Board of Architecture, Engineering, Land Surveying, Landscape Architecture and Interior Design. The City Engineer shall also approve and sign the title or cover sheet for those landscape/streetscape plans. The City Engineer must also evaluate sight distances along the project and assure the Division, in a report, that sight distances are adequate.

The placement of obstacles or fixed objects, such as structures, trees, etc., within Hennepin County's right of way shall be cause for the Municipality to assume legal liability and additional maintenance responsibility through a Cooperative Agreement.

RECOMMENDED GUIDELINE CRITERIA

The following is an alphabetical listing of the Division's recommended guidelines for landscape/streetscape design. The criteria listed is not all inclusive or necessarily complete. Requests for more clarification should be addressed to the Division Engineer or his/her designee. Figure 1 at the end of this document contains a summarization of the recommended operational clear zone guidelines.

• **Boulevard**

The Division prefers a low maintenance boulevard. Snow and ice control methods may prevent the survival of some desired vegetation. The Municipality has the responsibility for mowing and the maintenance of facilities behind the curb.

April 3, 1995

- Crosswalks

Crosswalks shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD).

The County's standard crosswalk is a block type pattern, painted white, on top of bituminous or concrete pavement. Municipalities have the responsibility to maintain pavement crosswalk markings after the initial painting.

Non-standard crosswalk surfaces (such as decorative brick, colored aggregate, etc.) shall require prior approval by the Division. Municipalities shall have the responsibility to install and maintain any crosswalk surface, as well as the abutting material, if the crosswalk surface is not consistent with the road surface. The municipality shall also indemnify the County for the use of a non-standard crosswalk surface.

- Curb

Curb design must conform to Hennepin County's Standard Design and the State Aid manual. Curb and pedestrian ramps must comply with the Americans With Disabilities Act (ADA).

- Irrigation

Water from irrigation systems shall not flow or spray onto the traveled roadway or onto any County owned structures such as traffic signal components and signage. Concrete gutters shall collect excess water from irrigation systems and not allow water to flow across roadways (gutter in).

Effects of subgrade saturation shall be addressed when irrigation systems are proposed. Provisions, such as perforated pipe, shall be included for the pickup and disposal of irrigation water.

The Division will not allow an open cut for installation or maintenance of irrigation piping within three years of construction, so consideration should be given to installing irrigation piping within a sleeve for roadway crossings. Maintenance and repair of the irrigation system is the responsibility of the owner.

- Landscaping/Streetscaping

Roadway geometrics and driver sight distances shall be considered when installing landscape items. A report indicating adequate sight distances have been maintained is required for all access points along the project. The report should consider all elements obstructing a driver's vision such as trees, shrubs, plantings/planters, structures, etc.

Any loose landscaping material, such as bark, must have an adequate means of containment that will prevent the material from spilling onto the roadway or sidewalk. The Municipality shall be responsible for maintaining such material, if installed, and for removing the material from the roadway or sidewalk if the material spills onto those surfaces. Loose landscape rock is not permitted within Hennepin County's right of way because of problems caused during mowing, etc.

April 3, 1995

The Municipality or owner has the responsibility to trim all plantings and to maintain visibility.

Hennepin County's responsibility for landscape/streetscape restoration, after any County activity, shall be limited to top soil, sod or seed. Restoration of specialty landscape/streetscape items, sidewalks and plantings shall be the responsibility of others.

The Division prefers traffic control signage to be located behind the sidewalk. Landscape/streetscape should not obstruct the view of signage.

Landscape/streetscape should make allowances for placement or future expansion of utilities within the right of way.

Traffic control during maintenance of landscaping shall comply with MMUTCD for traffic control.

- Medians

The Division can supply typical design standards for raised and depressed medians. Median drainage is a concern of the Division and should be discussed with the Division's Design Section. The Division's guideline does not allow planting trees within the median unless there is the minimum operational clear zone for the posted speed limit (see Operational Clear Zone).

Plantings, including raised planting beds, in medians shall not be higher than 3 feet from the bottom of the curb gutter line, however, sight lines must still be checked. Plantings should be kept as far back from the face of curb as possible to minimize disturbance due to snow plowing (see also Irrigation). If the Municipality proceeds with placing plantings within Hennepin County right of way, then the Municipality has the responsibility to trim plantings to maintain sight lines.

- Operational Clear Zone

To facilitate the safe operation and maintenance of a roadway facility, an operational clear zone is required. Encroachment into the operational clear zone causes safety and maintenance concerns.

The Division standard provides an operational clear zone of 6 feet from the face of curb where posted speeds are 35 miles per hour (MPH) or less. For speeds greater than 35 MPH to 45 MPH, the Division standard provides a 10 foot operational clear zone. The required operational clear zone for speeds over 45 MPH shall be analyzed on an individual basis by the Division (see Figure 1).

- Right of Way

Streetscape/landscape items within the County's right of way are reserved for the public and owned by the Municipality. Hennepin County does not allow private enhancements within the County's right of way.

April 3, 1995

- Sidewalks

The Division recommends a sidewalk with a minimum 5 foot width and prefers the sidewalk be placed 6 feet from the face of curb to accommodate snow storage.

- Signals, Signing and Other Traffic Control Devices

All traffic control devices must comply with MMUTCD.

For urban cross sections, the Division recommends traffic signs be placed at least 6 feet from the face of curb to the edge of sign. Sign placement is preferred behind the sidewalk. The location of utilities should be considered with regard to future sign placement. In areas where there is no sidewalk, clearance to the signage should be at least 6 feet from the curb or edge of shoulder to allow for snow storage and/or future sidewalk(see Snow Storage).

Landscape/streetscape should not obstruct the view of signage.

Traffic signals shall have the Division's standard type and color. Any other color scheme requires prior review and approval by the Division and require the Municipality to maintain the paint system at no cost to the Division. Lead based paint shall not be used. Paint must comply with current Mn/DOT specifications.

- Snow Storage

The Division requires minimum operational clear zones for snow storage along the side of the road based on the posted speed limit. The requirement of an operational clear zone for snow storage allows the Division to efficiently clear roads of snow and help maintain the road's traffic carrying capacity. Inadequate snow storage will reduce lane widths, adversely affect traffic handling capacity of the road and prevent trucks from using the partially blocked traffic lane. Roads that are not cleared of snow along the curb to the storm drain can also cause drainage problems when the snow melts.

The Division may require that the Municipality obtain an easement if there is inadequate snow storage available within the right of way as a result of landscape/streetscape structure placement. In areas where landscape/streetscape structures cause inadequate room to store snow off the road, the Municipality will be required to either move or haul away the snow (see Introduction for legal liability and maintenance requirements).

- Street Lighting

Street lighting must be functional and meet appropriate standards for illumination. Special consideration should be given to eliminating glare and shadows. Questions on lighting should be referred to the Division's Design Section.

April 3, 1995

- Trees

Trees, in general, can obstruct the view of signs and signals. Prior to the placement of any tree, sight lines should be evaluated that includes consideration for fully mature trees and their canopies.

The Division standard does not sanction the planting of trees on County right of way within the operational clear zone (see Operational Clear Zone).

Planting coniferous trees is discouraged within Hennepin County's right of way.

Tree grates in sidewalks or paved areas, unless properly installed and maintained, can be a hazard to pedestrians, people with disabilities, and snow removal operations, etc. The Municipality assumes all liability for the placement of any tree grates or other obstacles within the County's right of way.

Irrigation, if deemed necessary, should be limited to a trickle type system (see Irrigation).

The Division does not contribute to the replacement of any streetscape/landscape alteration as a result of any highway maintenance, modification or utility work.

- Utilities

Underground utilities that do not extend above the surface may be placed within the County's operational clear zone. Above ground utilities, however, should be placed outside the County's operational clear zone.

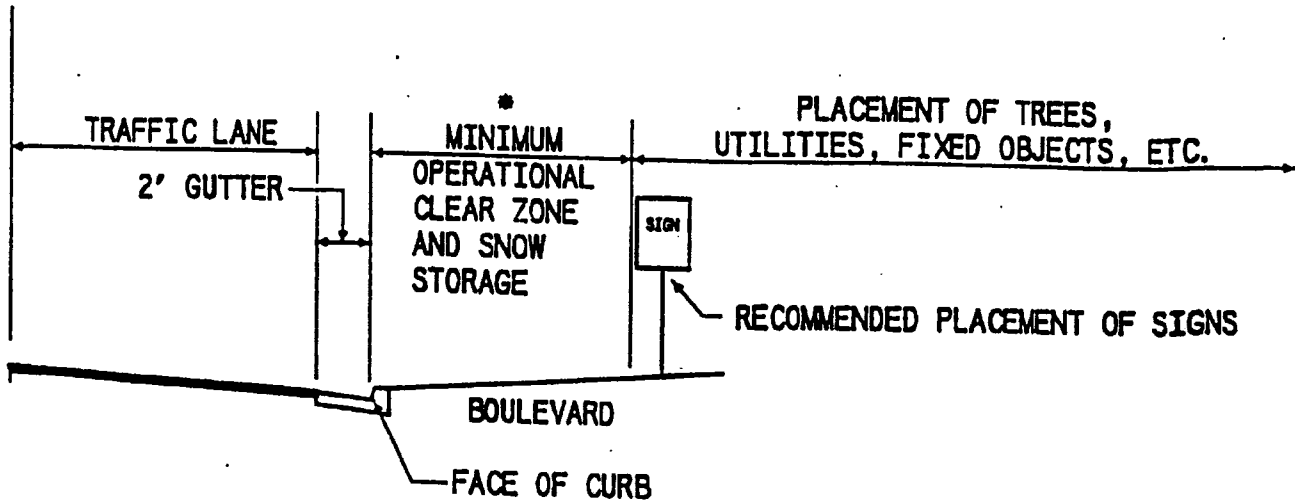
PERMITS

The Division's Permit Office shall be informed of all construction or maintenance work within the County's road right of way. Traffic Control and time of work must be approved by the Division prior to beginning any work. (Example: Parking in a traffic lane during rush hour is not allowed.)

FIGURE 1

HENNEPIN COUNTY DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION RECOMMENDED LANDSCAPE / STREETScape GUIDELINES

URBAN TYPICAL ROADWAY CROSS SECTION



*

POSTED SPEED LIMIT

35 M.P.H. OR LESS

GREATER THAN 35 M.P.H. TO 45 M.P.H.

GREATER THAN 45 M.P.H.

MINIMUM OPERATIONAL CLEAR ZONE

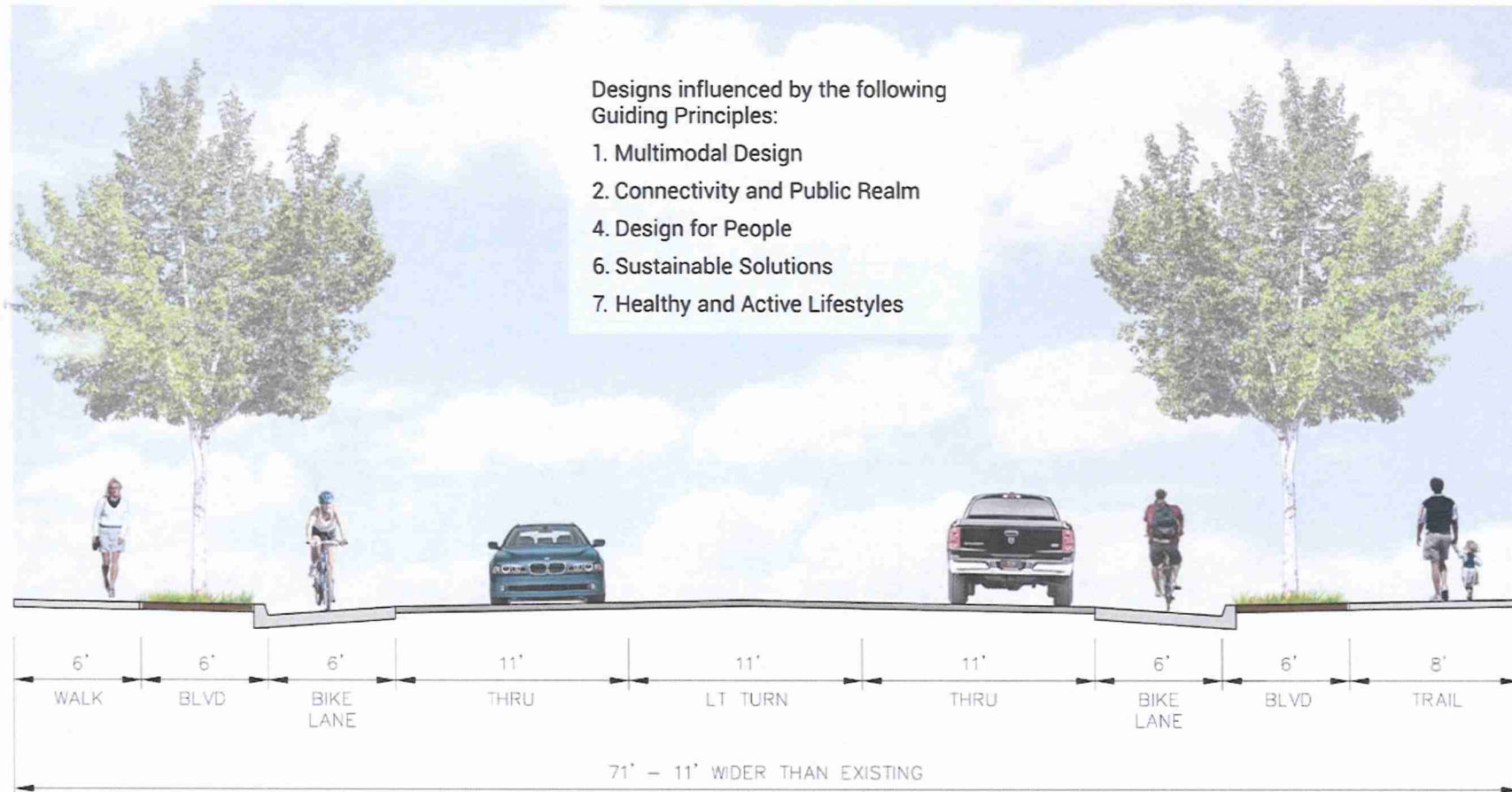
6 FOOT (FROM THE FACE OF CURB)

10 FOOT (FROM THE FACE OF CURB)

ANALYZED ON AN INDIVIDUAL
BASIS BY THE DIVISION.

APRIL 1995

CONCEPT 2—ON-STREET BICYCLE LANES WITH SIDEWALKS AND MULTIUSE TRAIL



County Road Reconstruction Projects – Portland Avenue and 66th Street



AGENDA SECTION:
AGENDA ITEM #

CONSENT CALENDAR
5.B.

STAFF REPORT NO. 85
CITY COUNCIL MEETING
6/9/2015

REPORT PREPARED BY: Matt Brillhart, Planning Technician

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
6/1/2015

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich
6/2/2015

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution authorizing an interim use permit to allow construction of a temporary 75-foot telecommunication tower at the Penn Avenue Water Tower / Richfield Fire Station #2.

EXECUTIVE SUMMARY:

The Penn Avenue Water Tower will be undergoing a rehabilitation project throughout summer and fall 2015. During that time, all existing wireless telecommunication equipment must be removed from the water tower. Vinco, Inc., working on behalf of multiple wireless carriers, has applied for an interim use permit (IUP) to allow construction of a temporary steel telecommunications tower on the site. The purpose of the proposed tower is to host existing wireless telecommunication antennas for the duration of the water tower rehabilitation project.

Telecommunication towers are not permitted in the Mixed-Use Community (MU-C) zoning district. The purpose of an IUP is to allow a use that may not be compatible with the Comprehensive Plan to operate for a limited period of time. In districts that allow telecommunication towers, the minimum setback from residential structures is equal to twice the height of the tower; in this case, 150 feet. The setback requirement is not met, as the tower will be located approximately 95 feet from the nearest residential structure. In order to approve the IUP, the Council must find that the temporary nature of the permit warrants waiving certain provisions of the Zoning Code, specifically, the prohibition of telecommunication towers in the Mixed-Use district and the minimum setback distance requirement. Staff recommends approval of an approximately seven-month interim use permit, effective June 10, 2015 and terminating on December 31, 2015.

RECOMMENDED ACTION:

By Motion: Approve an interim use permit to allow construction of a temporary 75-foot telecommunication tower at 6401 Penn Avenue.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

None.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- In zoning districts that permit telecommunication towers, the minimum setback from residential structures is equal to twice the height of the tower (Subsection 544.25, Subd. 8); in this case, 150

feet. The minimum setback requirement is not met, as the tower will be located approximately 95 feet from the nearest residential structure (6416 Oliver Avenue).

- The Council may waive Ordinance provisions upon a finding that the temporary nature of the interim use permit will eliminate the adverse effects the provisions were intended to prevent. The proposed location of the temporary tower maintains as large a setback as possible from the nearest residential structure, while meeting the needs of wireless carriers. The proposed setback of approximately 95 feet exceeds the height of the tower (75 feet). The applicant must submit structural plans to ensure safety in the area immediately surrounding the temporary tower; the structural requirements for a temporary tower are no different than those of a permanent tower.
- In evaluating a request for an IUP, the Council shall consider its compliance with the criteria outlined in Subsection 547.15 of the City Code and further articulated in the attached document.
- Staff recommends approval of an approximately seven-month interim use permit, effective June 10, 2015 and terminating on December 31, 2015. This will allow the applicant to construct and utilize the temporary tower for the duration of the water tower rehabilitation project, which is scheduled to be completed in early October. The applicant anticipates having all telecommunication equipment returned to the water tower approximately eight weeks following completion of the rehabilitation project.
- Staff recommends the inclusion of one five-month extension option, to be granted at the discretion of the Community Development Director and to terminate no later than May 31, 2016. The applicant has indicated that the project is anticipated to be complete in early December 2015. The extension would only be needed if there were unforeseen setbacks in the water tower project, leading to a delay in returning telecommunication equipment to the water tower.
- By Ordinance, interim use permits terminate upon the occurrence of any of the following events, whichever first occurs:
 - a) The date stated in the permit; or
 - b) Upon violation of conditions under which the permit was issued.

C. CRITICAL TIMING ISSUES:

- The 60-day clock 'started' when a complete application was received on May 15, 2015. A decision is required by July 14, 2015 OR the Council must notify the applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.
- The applicant wishes to begin construction of the temporary tower on June 10, 2015 in order to keep the City's water tower rehabilitation project on schedule.

D. FINANCIAL IMPACT:

None.

E. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on May 27, 2015.
- Notice of the public hearing was published in the Sun Current newspaper in accordance with State and Local requirements. No members of the public spoke.
- The Planning Commission recommended approval of the proposed interim use permit (5-0).

ALTERNATIVE RECOMMENDATION(S):

- Approve an interim use permit with additional conditions.
- Approve an interim use permit for a different length of time (up to five years maximum).
- Deny the application with a finding that the requirements necessary to issue an interim use permit are not met.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Mike Johnson, Vinco, Inc. Robert Hintgen, Utilities Superintendent

ATTACHMENTS:

Description	Type
□ Resolution - interim use permit	Resolution Letter
□ Interim use permit requirements	Backup Material

- ☐ Consent agreement
- ☐ Proposed plans
- ☐ Zoning & Planning maps

Contract/Agreement
Exhibit
Exhibit

RESOLUTION NO. _____

**RESOLUTION APPROVING AN
INTERIM USE PERMIT
TO ALLOW CONSTRUCTION OF A
TEMPORARY 75-FOOT TELECOMMUNICATION TOWER
AT 6401 PENN AVENUE**

WHEREAS, the City of Richfield (the City) adopted a Comprehensive Plan in 2009 to guide the development of the community; and

WHEREAS, the City has adopted a Zoning Ordinance or other official controls to assist in implementing the Comprehensive Plan; and

WHEREAS, an application has been filed with the City which requests an interim use permit to allow Vinco Inc. (the "Applicant") to construct a temporary 75-foot telecommunication tower at 6401 Penn Avenue; and

WHEREAS, the Property is zoned Mixed Use – Community (MU-C); and

WHEREAS, the requested interim use of the property is not permitted in the MU-C District; and

WHEREAS, the requested temporary telecommunications tower does not meet setback requirements; and

WHEREAS, the City Council finds that the temporary nature of the proposed interim use eliminates the adverse effects the prohibition was intended to prevent. Termination of the permit in approximately seven months eliminates the adverse effects that a telecommunication tower will have on the area; and

WHEREAS, the City Council finds that the temporary nature of the proposed interim use warrants waiving certain provisions of the Zoning Code, allowing a reduction in setback distance to the nearest residential structure from 150 feet to approximately 95 feet.

WHEREAS, the Planning Commission held a public hearing on May 27, 2015 to review the application for an interim use permit, following mailed and published notice as required by law; and

WHEREAS, the City Council has reviewed all materials submitted by the Applicant; considered the oral and written testimony offered by the applicant and all interested parties; and has now concluded that the application is in compliance with all applicable standards and can be considered for approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. The proposed interim use permit request meets all applicable conditions and restrictions stated in Subsection 547.15 of the 2007 Zoning Ordinance.

2. An interim use permit for a temporary telecommunication tower by Vinco Inc. at 6401 Penn Avenue, as described in City Council Staff Report No. _____ is approved with the following conditions:
- a. The interim use permit will on December 31, 2015, or upon violation of the conditions under which the permit was issued, whichever occurs first.
 - b. That the Community Development Director shall hold discretion to grant a five-month extension of the interim use permit, to expire no later than May 31, 2016.
 - c. That the property be returned to its initial state following removal of the temporary tower and completion of the project.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of June 2015.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

Interim Use Permit Requirements
Subsection 547.15 Subd. 3.

- a) *The period of time for which the interim use permit is to be granted will terminate before any adverse impacts are felt upon adjacent properties.* Staff recommends that the permit expire in approximately seven (7) months. At the discretion of the Community Development Director, the interim use permit may be extended once, for up to a five (5) month period, with the total permit duration not to exceed one year. At that time, if conditions continue to warrant, the Council may issue a new interim use permit to the applicant. It is not anticipated that a temporary telecommunication tower will adversely impact the community or this area within the duration of the interim use permit.
- b) *The use will terminate upon a date or event that can be identified with certainty. Interim use permits may not be granted for a period greater than five (5) years.* Staff recommends termination on December 31, 2015. At staff's discretion, the interim use permit may be extended once, for up to a five (5) month period, and terminate no later than May 31, 2016.
- c) *The use will not adversely impact the health, safety and welfare of the community during the period of the interim use.* It is not anticipated that a temporary telecommunication tower will adversely impact the community or this area within the duration of the interim use permit.
- d) *The use is similar to existing uses in the area.* Telecommunication equipment is currently hosted on the City water tower, which is considerably taller than the proposed 75-foot tower. No other telecommunication towers are located in the vicinity.
- e) *An interim use shall conform to zoning regulations except the City Council may waive ordinance provisions upon a finding that the temporary nature of the interim use will eliminate the adverse effects the provisions were intended to prevent.* The site is zoned Mixed-Use Community (MU-C) and telecommunication towers are not a permitted use. Subsection 544.25, Subd. 8 of the Zoning Code states that towers shall maintain a minimum distance from the nearest residential structure equal to twice the height of the tower. A 75-foot tower requires a 150-foot minimum setback. The minimum setback requirement is not met, as the tower will be located approximately 95 feet from the nearest residential structure (6416 Oliver Avenue). The proposed location of the temporary tower maintains as large a setback as possible from the nearest residential structure while meeting the needs of wireless carriers. The proposed setback of 95 feet exceeds the height of the tower (75 feet). The short-term nature of the permit eliminates any adverse effects that a telecommunication tower would have on the area. The applicant must submit structural plans to ensure safety in the area immediately surrounding the temporary tower, which shall be subject to the same structural review as a permanent tower.
- f) *There is adequate assurance that the property will be left in suitable condition after the use is terminated.* The property owner has signed a consent agreement agreeing to this condition.

- g) *By agreement, the use will not impose additional costs on the public if it is necessary for the public to take the property in the future. N/A. The property is owned by the City.*
- h) *The property owner, by agreement, agrees to any conditions that the City Council has deemed appropriate for permission of the use, including a condition that the owner will provide an appropriate financial surety to cover the cost of removing the interim use and interim structures upon the expiration of the interim use permit. The applicant must comply with all conditions of the interim use permit.*
- i) *The property owner agrees to abide by any additional conditions that the Council deems appropriate for permission of the use.*

CONSENT AGREEMENT

WHEREAS, on November 13, 2007 the City Council of the City of Richfield adopted Ordinance No. 2007-19, which establishes a framework for regulating temporary use of land through the issuance of interim use permits; and

WHEREAS, Section 547.15 Subdivision 2 of this Ordinance requires an applicant for an interim use permit to sign a Consent Agreement wherein the applicant acknowledges and agrees that the proposed interim use will not impose additional costs on the public if there is a future need for public acquisition of the applicant's property through eminent domain, that the applicant has no entitlement to future reapproval of the interim use permit and that the applicant will abide by the conditions of approval that the City Council attaches to the interim use permit;

NOW, THEREFORE, Vinco, Inc, as applicant
for

an interim use permit for Temporary Tower at 6401 Penn
Ave S

(use of property)

(location)

Vinco, Inc., agree as follows:

1. The applicant acknowledges that the proposed use is temporary and terminates upon expiration of the interim use permit. The applicant has no legal or equitable right to future reapproval of the interim use permit and must file a new application for that purpose.

2. The applicant will comply with all conditions imposed by the City Council on the interim use permit.

3. This Consent Agreement shall be binding on any owner, operator, tenant and/or user of the property for which the interim use permit has been granted and the applicant is authorized to sign this Consent Agreement on behalf of said owner, operator, tenant and/or user of the property.

DATED: 5-14-15

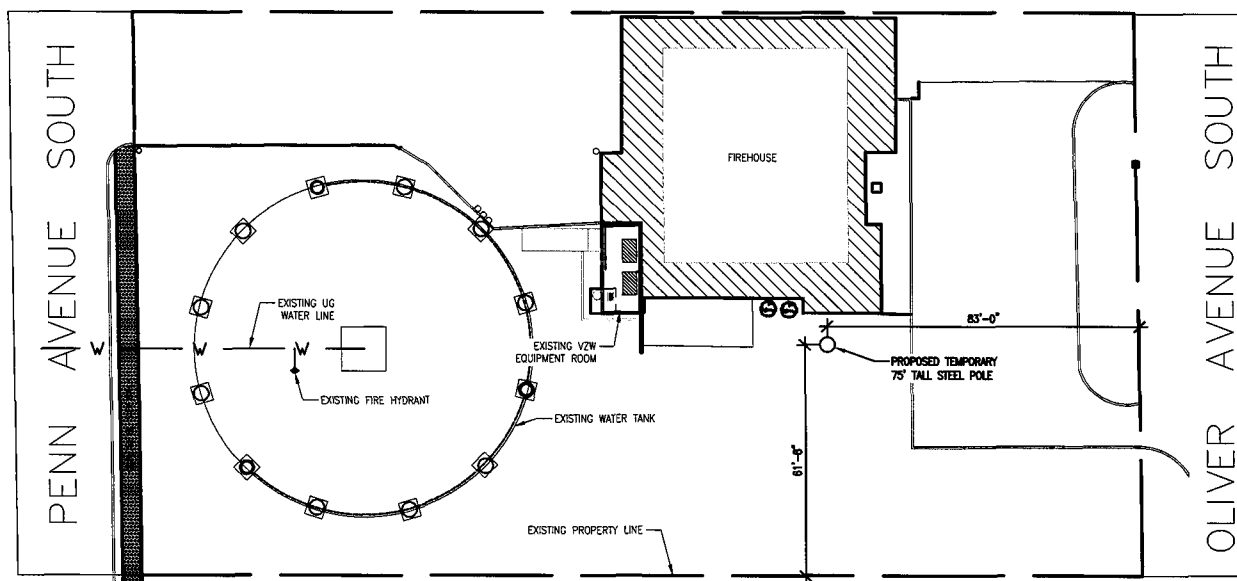
[Signature]
Applicant

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 14th day of MAY, 2015, by MIKE JOHNSON, the PROJECT MANAGER of VINCO, INC., a Minnesota , on behalf of said company.

[Signature]
Notary Public





1 PROPOSED SITE PLAN
SCALE: 1/32" = 1'-0"



NOT FOR
CONSTRUCTION

DESIGN 1

ROBERT J DAVIS, AIA
ARCHITECT
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299

VINCO Inc.

18995 FOREST BLVD. N.
PO BOX 907
FOREST LAKE, MN 56025
(851) 982-4642

**MINC
CROSS PENN**


6401 PENN. AVE. S.
RICHFIELD, MN 55423

SHEET CONTENTS:
SITE PLAN

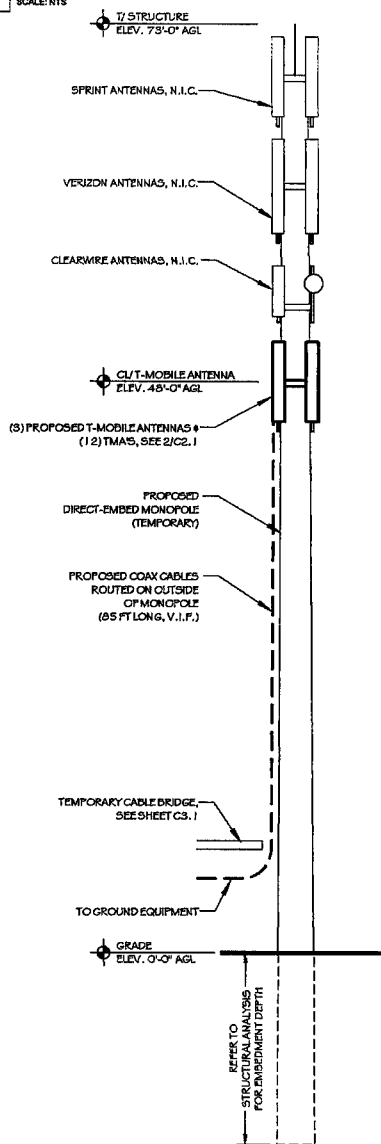
DRAWN BY: KMW
DATE: 05-06-13
CHECKED BY: TJR
REV. A

A-1

1

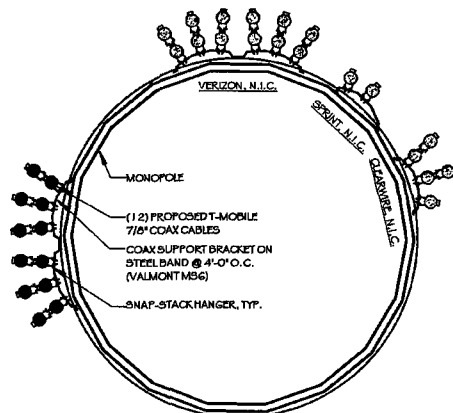


T/ STRUCTURE
ELEV. 73'-0" AGL



CONTRACTOR TO VERIFY CABLING CONNECTION CONFIGURATION, ANTENNA AZIMUTHS
RECEIPT OF FINAL RFDS, ALL CONNECTIONS, AND CONFORMANCE TO STRUCTURAL DESIGN;
ALL DEVIATIONS TO BE REPORTED IMMEDIATELY TO T-MOBILE PERSONNEL.

2



CABLE MOUNTING PLAN

(3) PANEL ANTENNAS
(12) STYLE-4 TMA'S
(12) COAX LINES

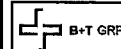


T-Mobile

T-MOBILE USA, INC.
8000 W. 78TH ST. STE. 400
EDINA, MN 55439



FORGE SERVICES, INC.
T: (888) 985-8265
F: (888) 985-8265
660 MIDWEST RD. STE. 140
KIRKWOOD TERRACE, IL 60145



B-Y GROUP
 1717 N. DOUGLASS AVE., STE 1
 TULSA, OK 74104
 T. 918.567.6138
 R. 918.567.6138

FORGE PROJECT NO: 6852

DRAWN BY: TL

CHECKED BY: NS

	DATE	DESCRIPTION	AMOUNT
A	3/20/2018	ISSUED FOR REVIEW	100.00
B	3/20/2018	ISSUED FOR REVIEW	100.00
C	4/26/2018	ISSUED FOR REVIEW	100.00
D	4/26/2018	ISSUED FOR REVIEW	100.00

CONSTRUCT ONLY FROM DRAWINGS
MARKED "ISSUED FOR CONSTRUCTION"

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: CHAD E. TUTTLE

Signature:

Date 4/30/15 License # 42988

DATE SIGNED: _____

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**RICHFIELD WATER TOWER-
TEMP POLE**

6401 PENN AVE S
MINNEAPOLIS, MN 55423
WATER TOWER

ELEVATION

C2.1

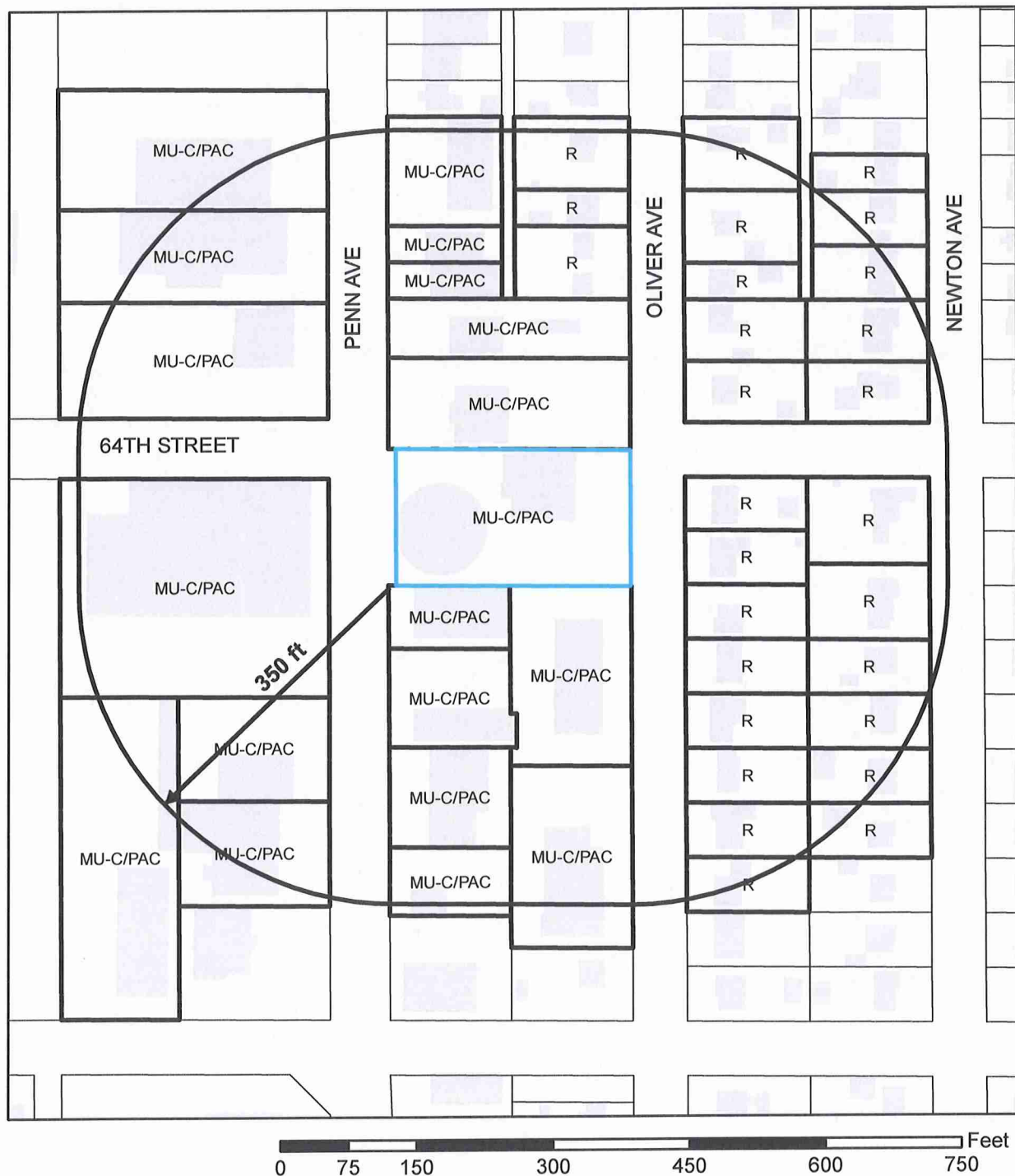
ANTENNA SCHEDULE

[illegible]

THIS SCHEDULE IS BASED ON RFDS DATA CONFIGURATION SHEET DATED JULY 31, 2014.

6401 Penn Ave - IUP 6/2015

Surrounding Zoning

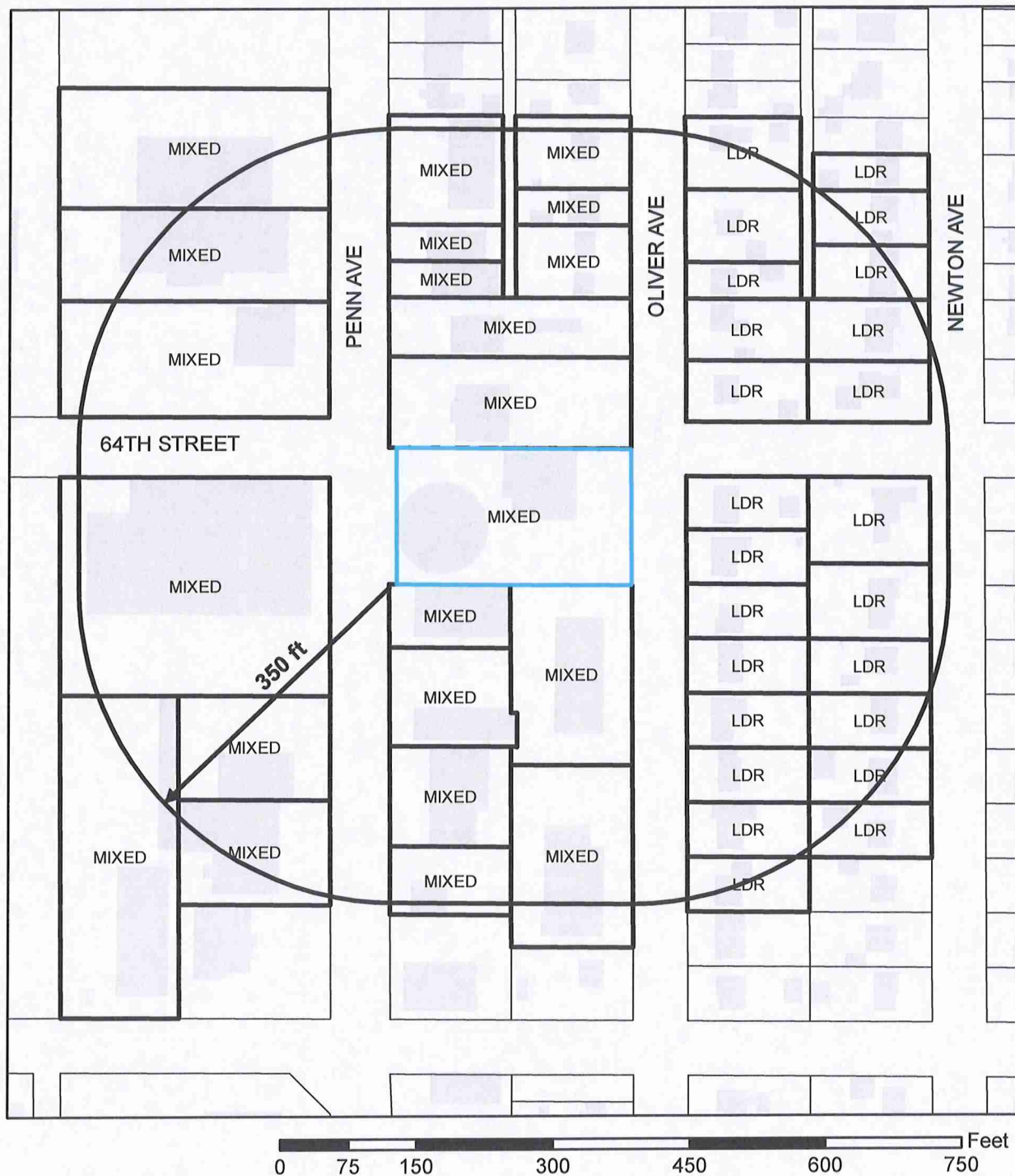


MU-C/PAC - Mixed-Use Community/Penn Avenue Corridor
 R - Single Family Residential



6401 Penn Ave - IUP 6/2015

Surrounding Comprehensive Plan



MIXED - Mixed-Use
LDR - Low Density Residential





AGENDA SECTION:
AGENDA ITEM #

CONSENT CALENDAR
5.C.

STAFF REPORT NO. 86
CITY COUNCIL MEETING
6/9/2015

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, Administrative Services Director
6/3/2015

OTHER DEPARTMENT REVIEW: None.

CITY MANAGER REVIEW: Steven L. Devich
6/3/2015

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution authorizing an accounting change from an Enterprise (Proprietary) Fund to a Capital Project Fund for the Recreation Enterprise Fund.

EXECUTIVE SUMMARY:

At the November 25, 2014 City Council meeting, the Council approved the accounting change to Special Revenue Fund status of three operations (Ice Arena, Swimming Pool, Special Facilities) within the Recreation Enterprise Fund.

The final operation within the Recreation Enterprise Fund, the old Rich Acres Golf Course operation, is now requested to be reclassified from an Enterprise (Proprietary) Fund to a Capital Project (Governmental) Fund. During the 2014 audit process, the City's auditors, KDV, recommended the reclassification from an Enterprise Fund to a Capital Project Fund. Since the closing of Rich Acres Golf Course at the end of 1999, the fund has not operated as an enterprise fund. The activity within this operation is limited to utilization of residual assets for the purpose of internally financing certain recreation projects and this type of activity does not meet the definition of an enterprise fund. Therefore, for this reason, the reclassification is recommended.

With this accounting change the Recreation Enterprise Fund would be closed. The proposed accounting change would be effective for the current (January 1, - December 31, 2015) fiscal year.

RECOMMENDED ACTION:

By Motion: Approve a resolution authorizing an accounting change from an Enterprise (Proprietary) Fund to a Capital Project Fund for the Recreation Enterprise Fund.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

None.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Staff believes that the Capital Project Fund type more accurately represents the activity of the remaining operation and that this fund type will be a more transparent approach.

C. CRITICAL TIMING ISSUES:

None.

D. FINANCIAL IMPACT:

- There will be no financial impact with the proposed accounting change.

E. LEGAL CONSIDERATION:

None.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution Accounting Change	Resolution Letter

RESOLUTION NO.

RESOLUTION AUTHORIZING ACCOUNTING CHANGE FROM AN ENTERPRISE (PROPRIETARY) FUND TO A CAPITAL PROJECT (GOVERNMENTAL) FUND – RECREATION ENTERPRISE FUND (RICH ACRES GOLF COURSE)

WHEREAS, Rich Acres Golf Course operation closed at the end of 1999, and has not operated as an enterprise since that time, and

WHEREAS, reporting the operations of the Rich Acres Golf Course operation as a Capital Project fund would be the proper presentation of the operation, and

WHEREAS, the City Council of the City of Richfield beginning with the current (January 1, - December 31, 2015) fiscal year wishes to change the method by which it accounts for the Rich Acres Golf Course operation within the Recreation Enterprise Fund; and

WHEREAS, Per GASB 54 the balances within the new Capital Project Fund will be considered as assigned.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Richfield that effective January 1, 2015, the Rich Acres Golf Course operation within the Recreation Enterprise Fund, will be accounted for as a Capital Project Fund.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of June, 2015

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



AGENDA SECTION:
AGENDA ITEM #

PUBLIC HEARINGS
7.

STAFF REPORT NO. 88
CITY COUNCIL MEETING
6/9/2015

REPORT PREPARED BY: Julie Eddington, Kennedy & Graven, Chartered

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, Administrative Services Director
6/2/2015

OTHER DEPARTMENT REVIEW: None.

CITY MANAGER REVIEW: Steven L. Devich
6/2/2015

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding a resolution giving host approval for the City of Columbus to issue conduit bonds for the benefit of Richfield Senior Living, Inc. in order to refinance its independent living and assisted living facility located at 7601 Lyndale Avenue South.

EXECUTIVE SUMMARY:

Richfield Senior Living, Inc. is a Minnesota nonprofit that operates a 115-unit rental housing facility designed for independent senior living and an attached 31-unit assisted living facility located at 7601 Lyndale Avenue South. Richfield Senior Living has asked the City of Columbus to issue tax-exempt, bank-qualified conduit bonds on its behalf to refinance its facility.

Tax-exempt obligations are usually not eligible for purchase by banks and other financial institutions, but Section 265(b)(3) of the Tax Code permits each issuer of tax-exempt obligations to designate up to \$10,000,000 of tax-exempt bonds as "bank-qualified bonds" that are eligible for purchase by banks and other financial institutions. In order to issue bank-qualified bonds, an issuer of bonds must not expect to issue more than \$10,000,000 of bonds (other than private activity bonds that are not qualified 501(c)(3) bonds) in a calendar year. Generally, bank-qualified bonds provide a better interest rate than nonbank-qualified bonds. The City of Richfield is unable to issue the conduit bonds for Richfield Senior Living, Inc. because it plans to issue up to \$10,000,000 of its own bank-qualified, tax-exempt general obligation bonds for City projects in 2015.

Both Minnesota law and the Tax Code require the City to hold a public hearing and provide host approval anytime another city issues conduit bonds for a facility located within the City.

Staff recommends approval of the resolution providing host approval for the issuance of a revenue note by the City of Columbus for the benefit of Richfield Senior Living, Inc.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve the resolution giving host approval to the issuance of a revenue note by the City of Columbus for the benefit of Richfield Senior Living, Inc.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Richfield Senior Living, Inc. wishes to refinance its existing facility located in the City through tax-exempt, bank-qualified bonds.
- The City was asked to issue the conduit bonds for the benefit of Richfield Senior Living, Inc. but the City is unable to issue bank-qualified bonds for Richfield Senior Living, Inc. because it plans to issue up to \$10,000,000 of its own bank-qualified, tax-exempt general obligation bonds for City projects in 2015.
- The City of Columbus has agreed to issue the bonds on behalf of Richfield Senior Living, Inc.
- Both Minnesota law and the Tax Code require that the City hold a public hearing and provide host approval before another city can issue conduit bonds to finance a facility located within the City.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Providing host approval allows Richfield Senior Living, Inc. to refinance its facility while preserving the City's ability to issue its own tax-exempt, bank-qualified general obligation bonds for its 2015 infrastructure projects.

C. CRITICAL TIMING ISSUES:

- The public hearing and host approval must be completed before the City of Columbus may issue the conduit bonds for Richfield Senior Living, Inc.

D. FINANCIAL IMPACT:

- There is no negative financial impact to the City providing host approval.
- Upon closing of the refunding bonds, Richfield Senior Living, Inc. will pay the City a deferred conduit bond fee in the amount of approximately \$250,000.

E. LEGAL CONSIDERATION:

- City's bond counsel drafted the attached resolution.

ALTERNATIVE RECOMMENDATION(S):

- Deny host approval.
- Continue public hearing and consideration of resolution providing host approval.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None.

ATTACHMENTS:

Description	Type
☐ Richfield Senior Living Host City Resolution	Resolution Letter

CITY OF RICHFIELD, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION CONSENTING TO AND APPROVING THE
ISSUANCE, SALE, AND DELIVERY BY THE CITY OF
COLUMBUS OF ITS REVENUE BONDS UNDER MINNESOTA
STATUTES, CHAPTER 462C, AS AMENDED; APPROVING AND
AUTHORIZING THE EXECUTION OF A COOPERATIVE
AGREEMENT WITH THE CITY OF COLUMBUS; AND
TAKING OTHER ACTIONS WITH RESPECT THERETO**

WHEREAS, the City of Richfield, Minnesota (the "City") is a home rule charter city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Minnesota; and

WHEREAS, pursuant to the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Chapter 462C, as amended (the "Housing Act"), a municipality is authorized to issue revenue bonds to finance or refinance multifamily housing developments (including nursing and assisted living facilities); and

WHEREAS, Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance or refinance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the obligations are issued under a joint powers agreement between the municipality issuing the obligations and the municipality in which the property to be acquired or improved is located; and

WHEREAS, pursuant to Minnesota Statutes, Section 471.59, as amended, by the terms of a joint powers agreement entered into through action of their governing bodies, two municipalities may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised and the joint powers agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units; and

WHEREAS, on December 14, 2004, the City issued its (i) Senior Housing Revenue Refunding Bonds (Richfield Senior Housing, Inc. Project), Series 2004A (the "Series 2004A Bonds"), in the original aggregate principal amount of \$18,675,000; and (ii) Subordinate Senior Housing Revenue Refunding Bonds (Richfield Senior Housing, Inc. Project), Series 2004B (the "Series 2004B Bonds," and together with the Series 2004A Bonds, the "Series 2004 Bonds"), in the original aggregate principal amount of \$2,000,000; and

WHEREAS, the proceeds of the Series 2004 Bonds were loaned to Richfield Senior Housing, Inc., a Minnesota nonprofit corporation (the "Company"), for the purposes of (i) refinancing the Company's 115-unit rental housing facility designed for independent senior living and attached 31-unit assisted living facility located at 7601 Lyndale Avenue South in the City, together with related parking and office space (the "Facilities") through the redemption and prepayment of the (a) Senior Housing Revenue Bonds (Richfield Senior Housing, Inc. Project), Series 2000A, issued by the City in the original aggregate principal amount of \$19,500,000, and (b) Taxable Senior Housing Revenue Bonds (Richfield Senior Housing, Inc. Project), Series 2000B, issued by the City in the original aggregate principal amount

of \$405,000; (ii) funding a debt service reserve fund for the Series 2004 Bonds; and (iii) paying costs of issuance of the Series 2004 Bonds; and

WHEREAS, the Company has requested that the City of Columbus, Minnesota (the "Issuer") issue its senior housing revenue refunding bonds, in one or more series, as taxable or tax-exempt obligations (the "Bonds"), in an aggregate principal amount not to exceed \$21,000,000, for the purposes of (i) refinancing the Facilities through the redemption and prepayment of the outstanding Series 2004 Bonds; (ii) financing capital improvements to the Facilities; (iii) funding a debt service reserve fund; and (iv) paying costs of issuance of the Bonds; and

WHEREAS, the City and the Issuer are proposing to enter into a Cooperative Agreement, to be dated on or after July 1, 2015 (the "Cooperative Agreement"), pursuant to which the City will consent to the issuance of the Bonds by the Issuer to refinance the Facilities and finance capital improvements thereto (collectively, the "Project"), and the Issuer will agree to issue the Bonds to finance the Project; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations promulgated thereunder, and Section 462C.04 of the Housing Act require that prior to the issuance of the Bonds, the City Council consent to the issuance of the Bonds by the Issuer after conducting a public hearing thereon preceded by publication of a notice of public hearing (in the form required by Section 147(f) of the Code and applicable regulations) in a newspaper of general circulation within the City at least fifteen (15) days prior to the public hearing date; and

WHEREAS, a notice of public hearing (the "Public Notice") was published at least fifteen (15) days before the regularly scheduled meeting of the City Council of the City in the *Sun-Current*, the official newspaper and a newspaper of general circulation in the City, with respect to the required public hearing under Section 147(f) of the Code and the Housing Act; and

WHEREAS, on the date hereof, the City Council conducted a public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing on the following: (i) consent to the issuance of the Bonds by the Issuer pursuant to the requirements of Section 147(f) of the Code and the regulations promulgated thereunder; and (ii) approval of the Project pursuant to the requirements of the Housing Act; and

WHEREAS, the Bonds are to be issued by the Issuer pursuant to the Housing Act and an Indenture of Trust, to be dated on or after July 1, 2015 (the "Indenture"), between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), and the principal of, premium (if any), and interest on the Bonds: (i) shall be payable solely from the revenue pledged therefor; (ii) shall not constitute a debt of the City or the Issuer within the meaning of any constitutional or statutory limitation; (iii) shall not constitute nor give rise to a pecuniary liability of the City or the Issuer or a charge against its general credit or taxing powers; and (iv) shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City or the Issuer other than the interest of the Issuer in the Loan Agreement; and

WHEREAS, the Loan Agreement requires the Company to make payments thereunder in amounts and at times sufficient to pay the principal of, premium (if any), and interest on the Bonds when due, and the loan repayments required to be made by the Company to the Issuer under the terms of the Loan Agreement will be assigned by the Issuer to the Trustee to secure the payment of the principal of, premium (if any), and interest on the Bonds; and

WHEREAS, to secure its obligations under the Loan Agreement, the Company will provide a mortgage lien on and a secured interest in certain of its property to the Trustee pursuant to an Amended and Restated Mortgage Agreement, to be dated on or after July 1, 2015 (the "Mortgage"); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHFIELD, MINNESOTA, AS FOLLOWS:

1. The City Council finds that it is in the best interest of the City to approve the issuance of the Bonds by the Issuer to finance the Project and hereby consents to the issuance of the Bonds by the Issuer for the purposes set forth above in an amount not to exceed \$21,000,000.

2. The Bonds shall be issued pursuant to the Housing Act, and the proceeds derived from the sale of the Bonds shall be loaned to the Company pursuant to the Loan Agreement. The Bonds shall be special, limited obligations of the Issuer payable solely from the revenues provided by the Company pursuant to the Loan Agreement and other funds pledged pursuant to the Indenture.

3. The Mayor and the City Manager are hereby authorized and directed to execute and deliver the Cooperative Agreement. All of the provisions of the Cooperative Agreement, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Cooperative Agreement shall be substantially in the form on file with the City which is hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Manager, in their discretion, shall determine, and the execution thereof by the Mayor and the City Manager shall be conclusive evidence of such determination.

4. The Mayor and City Manager and other officers, employees, and agents of the City are hereby authorized and directed to prepare and furnish to bond counsel, the trustee, and the original purchaser of the Bonds certified copies of all proceedings and records of the City relating to the approval of the issuance of the Bonds, including a certification of this resolution. Such officers, employees, and agents are hereby authorized to execute and deliver, on behalf of the City, all other certificates, instruments, and other written documents that may be requested by bond counsel, the Trustee, the original purchaser of the Bonds, or other persons or entities in conjunction with the issuance of the Bonds. Without imposing any limitation on the scope of the preceding sentence, such officers, employees, and agents are specifically authorized to execute and deliver a general certificate of the City.

5. The Company will, upon demand, reimburse the City for costs paid or incurred by the City in connection with this resolution and the Cooperative Agreement.

6. This resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Richfield, Minnesota this 9th day of June, 2015.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



AGENDA SECTION:
AGENDA ITEM #

RESOLUTIONS
8.

STAFF REPORT NO. 89
CITY COUNCIL MEETING
6/9/2015

REPORT PREPARED BY: Melissa Poehlman, City Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
6/1/2015

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich
6/2/2015

ITEM FOR COUNCIL CONSIDERATION:

Consideration of a resolution regarding a request to demolish the building at 7528 Lyndale Avenue and construct a two-story addition to 7524 Lyndale Avenue in its place.

EXECUTIVE SUMMARY:

Barrett Lawn Care has operated from the building at 7524 Lyndale Avenue since 2008. The business offers commercial and residential landscape maintenance and installation, as well as snow removal services throughout the southwest metro area. In 2013, owner/operators Eric and Laura Barrett purchased the adjacent building at 7528 Lyndale Avenue (formerly Kirby Vacuum). This building is in very poor condition. The applicant is proposing to tear down this building and construct a two-story office addition to their current building. The total square footage will be approximately the same as the building that will be removed; however, the new structure will be designed to provide proper offices and meeting space for employees. The new addition will also provide a greatly improved "face" to Lyndale Avenue. Outside operations will not change with the proposed construction.

The Planning Commission recommended unanimously (5-0) to approve the request.

RECOMMENDED ACTION:

By Motion: Approve the attached resolution for site plans allowing construction of a two-story building addition at 7524 and 7528 Lyndale Avenue.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Addressed in the Executive Summary.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

The General Business (C-2) District allows for a wide variety of retail and service businesses. Site plan approval is required prior to the construction or alteration of any building in the City.

General Requirements

In regard to Code compliance, the proposed building addition and site improvements either maintain or improve upon existing conditions. The new addition will meet setback, height and architectural requirements. The required combination of the two parcels in order to construct the addition, will create a single lot that meets minimum lot dimensions of this District. The existing combined site is nearly 97% impervious. The applicant has proposed a plan with a modest decrease to impervious surface within the

actual site boundary, but also a significant improvement to the boulevard in front of the new addition. In cases of redeveloping, non-conforming sites, the City can approve alternative landscape plans that meet the intent of the Code. Staff believes that the significant improvement to the appearance of the site through the building design and robust landscaping meets this requirement.

Parking

The Code requires 25 parking spaces for the proposed business (1 per 2 employees + 1 per business vehicle). In addition to providing sufficient parking, the applicant will have an improved ADA parking stall along Lyndale Avenue; the current ADA space is behind the building. As explained further in the attached narrative, the applicants almost exclusively conduct their business off-site and customers rarely visit this location. Continued parking in the rear of the building is not expected to be an issue.

Noise

Requirements of Section 930 related to noise will continue to apply. Since 2008, the City has received one complaint related to noise. The complaint came after an overnight snow event when crews reported early to retrieve snow plow vehicles. City staff and the Police followed up with the applicants and were satisfied that the applicants would continue to discuss protocols that could reduce noise in whatever manner possible. The applicant has included the names and addresses of neighbors immediately to the west of their property who have indicated that they do not have reason to complain about noise. In addition, the applicants have provided details about scheduling and the proactive approach to noise control that is taken with employees.

General Criteria for Site Plan Evaluation

In evaluating a site plan, the Planning Commission and City Council shall consider its compliance with the following criteria which are discussed more fully in the attached requirements document:

- *Consistency with the various elements and objectives of the City's Comprehensive Plan.*
- *Consistency with the purposes of the City Code.*
- *Consistency and harmony with the general appearance of neighboring developed areas and open spaces.*
- *An internal sense of order and provision of a desirable environment.*
- *Appropriateness of the amount and arrangement of open space and landscaping, the building materials, textures and colors.*
- *Adequacy of circulation and parking for all modes of transport.*
- *Use of energy-conserving design.*
- *Protection of adjacent and neighboring properties from negative environmental impacts.*

Staff finds the identified criteria to be met.

C. CRITICAL TIMING ISSUES:

60-DAY RULE: The 60-day clock 'started' when a complete application was received on May 11, 2015. A decision is required by July 10, 2015 OR the Council must notify the applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.

D. FINANCIAL IMPACT:

The required application-processing fee has been paid.

E. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on May 27, 2015.
- Notice of the public hearing was published in the Sun Current newspaper and mailed to properties within 350 feet of the site.
- No members of the public spoke before the Planning Commission.
- The Planning Commission recommended approval of the proposed site plans (5-0).

ALTERNATIVE RECOMMENDATION(S):

- Approve the attached resolution with modifications.
- Deny the request for site plan approval with a finding that the proposal does not meet City requirements.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Eric & Laura Barrett - owners/operators Barrett Lawn Care Jeff Schuler - Firm Ground Architects and Engineers

ATTACHMENTS:

Description	Type
▢ Resolution	Resolution Letter
▢ Required Findings	Backup Material
▢ Proposed plans	Exhibit
▢ Applicant Narrative	Exhibit
▢ Planning & Zoning Maps	Exhibit

RESOLUTION NO. _____

**RESOLUTION GRANTING APPROVAL
OF A SITE PLAN
TO ALLOW CONSTRUCTION OF A
TWO-STORY BUILDING ADDITION
AT 7524 AND 7528 LYNDAL AVENUE**

WHEREAS, an application has been filed with the City of Richfield which requests approval of site plan to allow demolition of an existing structure and construction of a building addition at the property legally described as:

LOTS 8, 9, AND 10, BLOCK 25, IRWIN SHORES, HENNEPIN COUNTY, MINNESOTA

WHEREAS, the requested site plan has been reviewed by the City Council and meets City requirements; and

WHEREAS, the proposed site plan will adequately serve the purpose for which it is proposed and will not have an adverse effect upon the public safety or general welfare; and

WHEREAS, the City has fully considered the request for approval of the site plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. The City Council adopts as its Findings of Fact the WHEREAS clauses set forth above.
2. A site plan for a two-story building addition as described in City Council Report No. ____, on the Subject Property legally described above is approved.
3. The approved site plan is subject to the following conditions:
 - Properties must be combined into a single tax parcel.
 - All outdoor parking spaces must be striped in accordance with City requirements;
 - All required parking stalls (25) must be accessible year-round.
 - Landscaping must be continuously maintained.
 - A bicycle rack capable of supporting a minimum of two bicycles is required unless deemed unnecessary by the Community Development Director.
 - All new utilities must be screened in accordance with City requirements.
 - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report dated April 30, 2015, and compliance with all other City and State regulations. Permits are required prior to the commencement of any work.
 - Prior to the issuance of a temporary certificate of occupancy, security deposit for unfinished improvements must be submitted. This security deposit shall be calculated in accordance with Subsection 547.17 of the Code.
 - This approval shall expire one year from the date of approval unless the use has commenced or a building permit has been obtained and construction begun.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of June 2015.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

Site Plan Approval (Subsection 547.13)

In evaluating a site plan, the Planning Commission and Council shall consider its compliance with the following:

- a) *Consistency with the various elements and objectives of the City's long range plans including, but not limited to, the Comprehensive Plan.* The existing/proposed use of the property is consistent with the guiding Community Commercial designation. Further, the Comprehensive Plan identifies a number of goals and policies related to economic development and support for business and employment growth. The proposal is consistent with these goals and policies.
- b) *Consistency with the purposes of the Zoning Code.* The purposes of the Zoning Code include: assisting in the implementation of the Comprehensive Plan; creating harmonious and workable relationships among land uses; enhancing and protecting the physical appearance of the City and more. The proposal is consistent with these purposes of the Zoning Code.
- c) *Preservation of the site in its natural state, insofar as practicable, by minimizing tree and soil removal, and designing any grade changes so as to be in keeping with the general appearance of neighboring developed or developing areas.* The site is already fully developed and nearly 100 percent impervious. The proposed building and site have been designed so as to compliment and improve the surrounding area.
- d) *Creation of a harmonious relationship of buildings and open spaces with the terrain and with existing and future buildings having a visual relationship to the proposed development.* The proposed building addition is complimentary to the existing building and the site design offers significant improvement along one of the City's major roadways.
- e) *Creation of a functional and harmonious design for structures and site features including:*
 - i. *Creation of an internal sense of order for the various functions and buildings on the site and provision of a desirable environment for occupants, visitors and the general community;*
 - ii. *Appropriateness of the amount and arrangement of open space and landscaping to the design and function of the development;*
 - iii. *Appropriateness of the materials, textures, colors and details of construction as an expression of the design concept of the project and the compatibility of the same with the adjacent and neighboring structures and functions; and*
 - iv. *Adequacy of vehicular, cycling and pedestrian circulation, including walkways, interior drives and parking, in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian,*

cycling and vehicular traffic and arrangement and amount of parking so as to be safe, convenient and, insofar as practicable, compatible with the design of proposed buildings, structures and neighboring properties.

The proposal maintains or improves upon all requirements of the Code.

- f) *Creation of an energy-conserving design through design location, orientation and elevation of structures, the use and location of glass in structures, and the use of landscape materials and site grading. The proposal will decrease overall impervious surface through the landscaping provided in the boulevard area.*
- g) *Protection of adjacent and neighboring properties through reasonable provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and those aspects of design, not adequately covered by other regulations, which may have substantial effects on neighboring land uses. Adequate provisions are in place to protect neighboring land uses from substantial effects.*



NOTES

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF LOT 8, BLOCK 25, IRWIN SHORES TO HAVE AN ASSUMED BEARING OF N 89°58'04\" E

THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT OR TITLE OPINION. A TITLE SEARCH FOR RECORDED OR UNRECORDED EASEMENTS WHICH MAY BENEFIT OR ENCUMBER THIS PROPERTY HAS NOT BEEN COMPLETED BY THE SURVEYOR.

THE LOCATION AND INFORMATION SHOWN REGARDING UTILITIES, SERVING THIS PROPERTY OR EXISTING ON THIS PROPERTY AS SHOWN AS A PART OF THIS SURVEY, HAVE BEEN LOCATED BY ON-SITE OBSERVATION OR TAKEN FROM PLANS PROVIDED BY OTHERS. FOR FURTHER INFORMATION CONCERNING THESE UTILITIES PLEASE CONTACT THE CITY OF RICHFIELD ENGINEERING DEPARTMENT AND/OR GOPHER STATE ONE CALL.

THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 27053C0456E, EFFECTIVE DATE SEPTEMBER 2, 2004 CLASSIFIES THIS PROPERTY TO BE WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). THIS DETERMINATION IS BASED ON A SCALED LOCATION ON SAID FLOOD INSURANCE MAP.

BENCHMARK: TOP NUT HYDRANT LOTS 6 AND 7, BLOCK 25, IRWIN SHORES ELEVATION = 850.83 FEET

CURRENT ZONING FOR LOTS 8, 9, AND 10, BLOCK 25, IRWIN SHORES IS GENERAL BUSINESS DISTRICT (G-2).

MINIMUM SETBACK OF GENERAL BUSINESS DISTRICT PER CITY OF RICHFIELD ZONING ORDINANCE.

FRONT - 35 FEET
ADJACENT (R, R-1 OR MR-1) - 15 FEET
ADJACENT (NON-R, R-1 OR MR-1) - 0 FEET
SIDE STREET - 25 FEET
REAR (ADJACENT TO R, R-1 OR MR-1) - 15 FEET
REAR (ADJACENT TO NON-R, R-1 OR MR-1) - 5 FEET

NOTE: MINIMUM SETBACK REQUIREMENTS ARE ESTABLISHED BY CITY ORDINANCE. THE SETBACK LINES ARE NOT DRAWN ON ANY OFFICIAL MAP FOR THIS SITE. THE LOCATION OF SETBACK LINES ARE SUBJECT TO LEGAL INTERPRETATION AND PLANNING CONSIDERATIONS. THEREFORE, THE MINIMUM SETBACKS ARE LISTED BUT NOT SHOWN ON THIS SURVEY. SPECIFIC QUESTIONS REGARDING SETBACK REQUIREMENTS SHOULD BE DIRECTED TO THE REGULATING AUTHORITY.

OVERALL GROSS AREA = 16,305 SQUARE FEET OR 0.3743 ACRES

ADDRESS OF THIS PROPERTY IS 7524 AND 7528 LYNDALE AVENUE SOUTH, RICHFIELD, MINNESOTA 55423

PID NUMBER = 33-028-24-41-0155 AND 33-028-24-41-0156

PROPERTY DESCRIPTION

Lots 8, 9, and 10, Block 25, IRWIN SHORES, according to the recorded plat thereof, Hennepin County, Minnesota.

We hereby certify that this is a true and correct survey of the above described property and that it was performed by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota. That this survey does not purport to show all improvements, easements or encroachments to the property except as shown thereon.

Signed this 19th day of May, 2014, at James R. Hill, Inc.

By: *Harold C. Peterson*
Harold C. Peterson, Land Surveyor, MN License No. 12294

REVISION SUMMARY

DATE	DESCRIPTION
5/07/14	SHP
5/07/14	DATE
5/07/14	REVISIONS

LEGEND

- IRON FOUND
- LIGHT POLE
- ELECTRIC METER
- HAND HOLE
- AIR CONDITIONER UNIT
- GUARD POSTS
- CURB STOP
- GATE VALVE
- TOP OF CURB
- EXISTING ELEVATION
- DECIDUOUS TREE
- LANDSCAPE MATERIAL
- ASPHALT SURFACE
- CONCRETE SURFACE

N SITE SURVEY

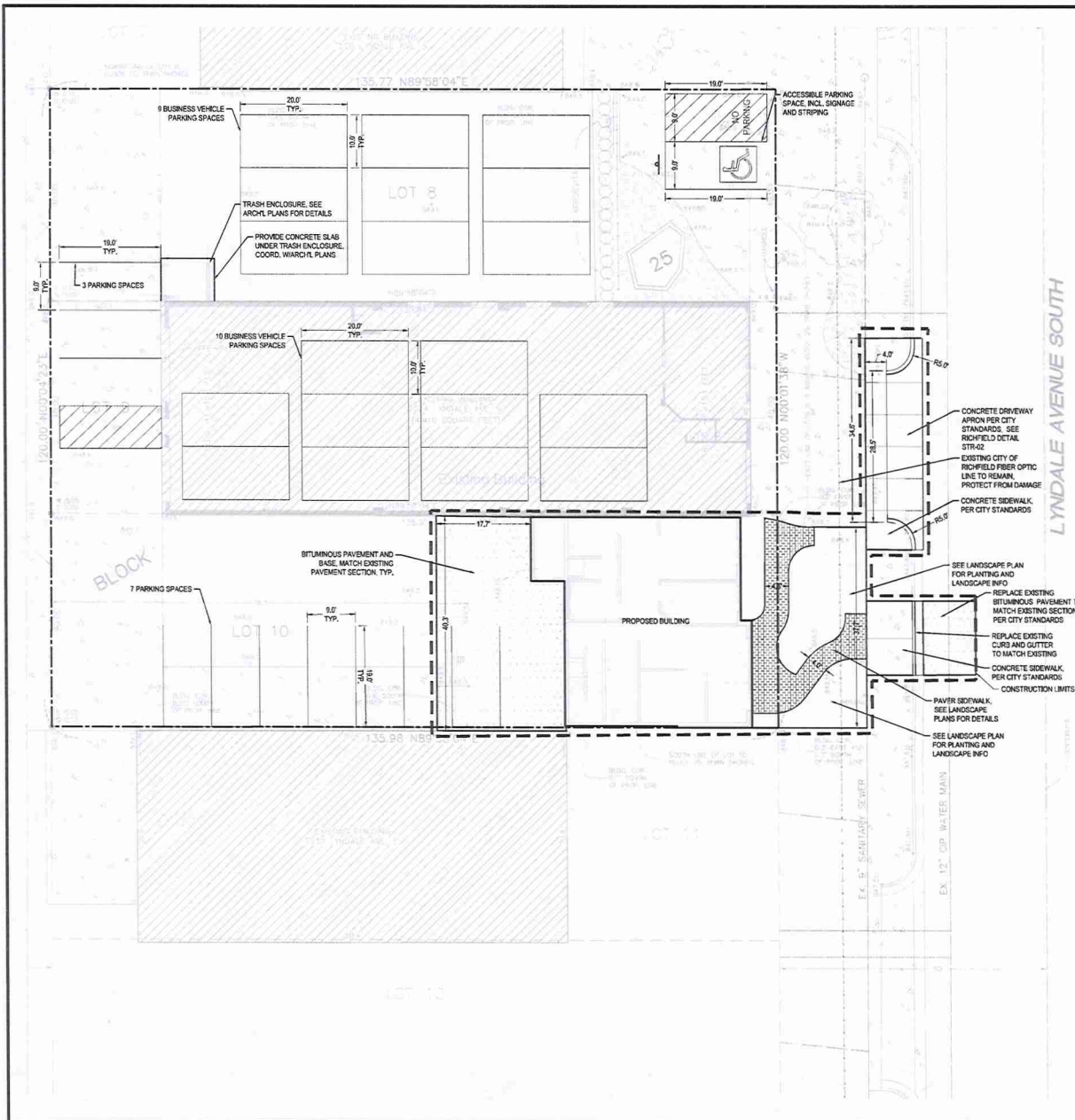
C0.1



James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2500 W. CH. RD. 42, SUITE 100, BURNSVILLE, MN 55337
PHONE: (952)890-6044 FAX: (952)890-6244

7524 and 7528 LYNDALE AVENUE SOUTH
RICHFIELD, MINNESOTA
ARCHITECTURAL SURVEY
FOR
AUROMIRA ARCHITECTS, LLC
275 EAST 4TH STREET, SUITE 423, ST. PAUL, MINNESOTA 55101

DRAWN BY
SHP
DATE
5/07/14
REVISIONS
3/14/14, Client
CAD FILE
23054.dwg
PROJECT NO.
23054
FILE NO.
1-14-044
SHEET 1 OF 1



SITE LAYOUT NOTES:

- CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
- THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
- CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
- LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
- CURB DIMENSIONS SHOWN ARE TO FACE OF CURB, BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION, LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PRE-FABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO, THE FOLLOWING: FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
- PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH ADA REQUIREMENTS-SEE DETAIL.
- CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
- CURB AND GUTTER TYPE SHALL BE B612 UNLESS OTHERWISE NOTED ON THE DRAWINGS-TAPER BETWEEN CURB TYPES-SEE DETAIL.
- ALL CURB RADI ARE MINIMUM 7' UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
- FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
- PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
- ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
- BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED, SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
- ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.

CITY OF RICHFIELD SITE SPECIFIC NOTES:

- WORK IN LYNDALE AVENUE WILL REQUIRE A STREET CLOSURE PERMIT AND UTILITY CONNECTION PERMIT. CONTRACTOR TO PROVIDE A TRAFFIC CONTROL PLAN FOR STREET CLOSURE PERMIT LANE CLOSURE. PERMIT WILL REQUIRE CONTRACTOR TO HAVE A LICENSE AND PERMIT BOND WITH THE CITY.

SITE AREA TABLE:

	EXISTING - SITE	EXISTING - OFFSITE
BUILDING COVERAGE	6,629 SF 40.7%	0 SF 0.0%
ALL PAVEMENTS	9,325 SF 56.0%	2,788 SF 17.1%
ALL NON-PAVEMENTS	551 SF 3.4%	221 SF 1.4%
TOTAL AREA	16,305 SF 100.0%	3,009 SF 18.3%

	PROPOSED - SITE	PROPOSED - OFFSITE
BUILDING COVERAGE	5,931 SF 35.8%	0 SF 0.0%
ALL PAVEMENTS	9,825 SF 60.3%	2,361 SF 14.5%
ALL NON-PAVEMENTS	649 SF 4.0%	648 SF 4.0%
TOTAL AREA	16,305 SF 100.0%	3,009 SF 18.3%

PARKING INFO TABLE:

EXISTING PARKING	17 SPACES (11 OUTDOOR & 6 INDOOR)
PROPOSED PARKING REQUIRED	7 SPACES
1 SPACE / 2 EMPLOYEES (14 EMP.)	
1 SPACE / BUSINESS VEHICLE (12 VEH. + 6 TRAILERS)	
TOTAL REQUIRED	25 SPACES
PROPOSED PARKING PROVIDED	
LOT 8	11 SPACES (INCL. 1 ADA)
LOT 9	12 SPACES (10 INDOOR, 2 OUTDOOR)
LOT 10	7 SPACES
TOTAL PROVIDED	30 SPACES

SITE PLAN LEGEND:

	CONCRETE PAVEMENT AS SPECIFIED (PAD OR WALK)
	PROPERTY LINE
	CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
	TRAFFIC DIRECTIONAL ARROWS

GOPHER STATE ONE CALL
 WWW.GOPHERSTATEONECALL.ORG
 (800) 252-1168 TOLL FREE
 (651) 454-0002 LOCAL



TRAFFIC DIRECTIONAL ARROWS

SIGN AND POST ASSEMBLY, SHOP DRAWINGS REQUIRED.
 HC = ACCESSIBLE SIGN
 NP = NO PARKING FIRE LANE
 ST = STOP
 CP = COMPACT CAR PARKING ONLY



CivilSite GROUP
 4911 W. WILLOW AVE. SUITE 200
 ST. LOUIS, MO 63111
 CIVILSITEGROUP.COM
 Matt Pavlek 713.215.9444 Pat Sawyer 903.250.2005



NOT FOR CONSTRUCTION

BARRETT LAWN CARE
 7524 & 7528 LYNDALE AVENUE SOUTH, RICHFIELD, MN

BARRETT ENTERPRISE LLC
 7524 LYNDALE AVENUE SOUTH, RICHFIELD, MN 55423

PROJECT: BARRETT LAWN CARE

DATE: 5/20/15

ISSUE/SUBMITTAL SUMMARY

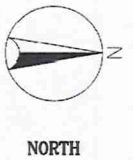
DATE	DESCRIPTION
4/20/15	CITY SUBMITTAL
5/15/15	CITY SUBMITTAL

REVISION SUMMARY

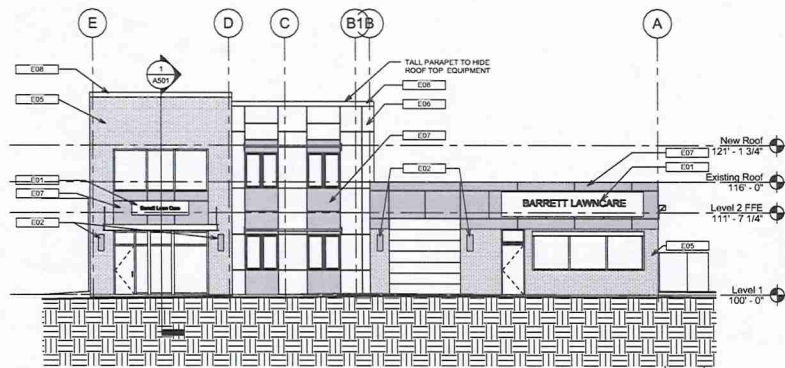
DATE	DESCRIPTION

SITE PLAN
C2.0

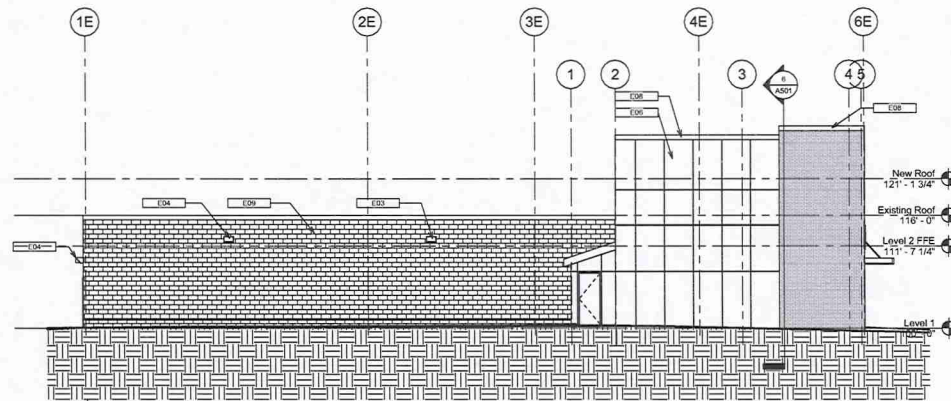
Barrett Lawn Care, Inc.



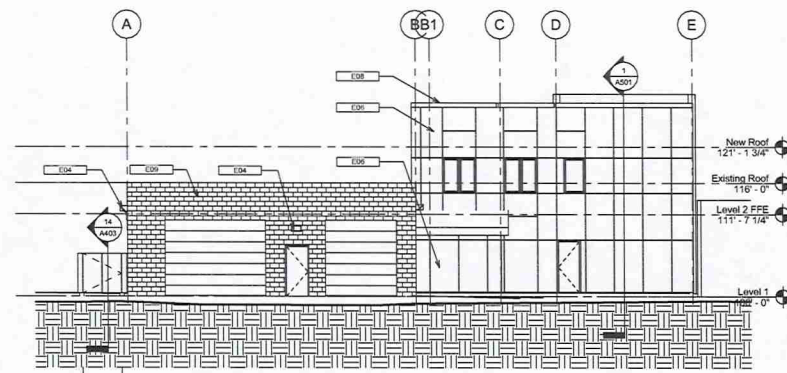
Barrett Lawn Care, Inc.
7524 Lyndale Ave. S., Richfield
DATE 5/6/15
SCALE 1"=8'
DRAWING # 2



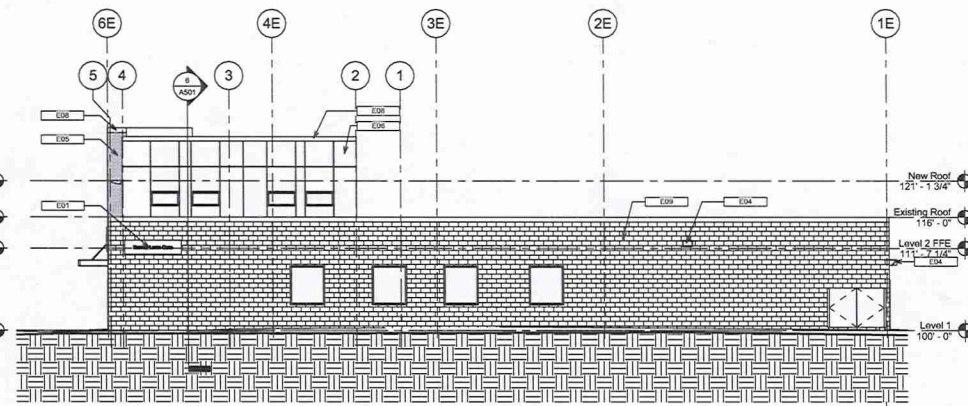
8 East Elevation
1/8" = 1'-0"



9 South Elevation
1/8" = 1'-0"



11 West
1/8" = 1'-0"



13 North
1/8" = 1'-0"

ELEVATION KEYNOTES	
Key Value	Keynote Text
E01	EXISTING SIGN TO BE REUSED
E02	LBL LIGHTING: PWS31-STAINLESS STEEL-17L2HE-W _ CALL DAVE KREYE JTH Lighting Alliance 952.223.6314 FOR ORDERING
E03	WALL PACK: JUNO ACCULITE: DT-A032-4K-UN-BRONZE FINISH _ CALL DAVE KRYE JTH Lighting Alliance 952.223.6314 FOR ORDERING
E04	WALL PACK TO REMAIN
E05	BRICK
E06	JAMES HARDIE REVEAL PANEL LIGHT TAN
E07	JAMES HARDIE REVEAL PANEL DARK GRAY
E08	BLACK METAL CAP FLASHING
E09	EXISTING BLOCK WALL



275 Market Street, Ste. C-27
Minneapolis, MN 55405

Thomas P. Wasmann
nm-05-0001
2004

Partners

Align Structural, Inc.
Christian Sothmann
651-488-0166 (ext. 10)
241 Cleveland Avenue South, Suite B7
Saint Paul, MN 55105

Barrett Lawn Care
7524 Lyndale Ave S
Richfield, MN 55423

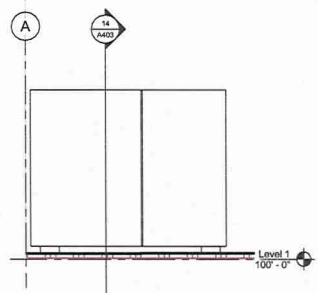
Barrett Lawn Care
Addition
7524 Lyndale Ave S
Richfield, MN 55423

PROJECT NO: 14-104-1
ISSUE DATE: 05/11/2015
DRAWN BY: JWS
CHECKED BY: TPW

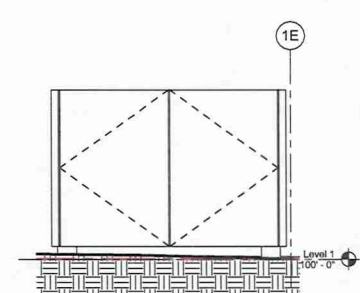
Issue Name
CONSTRUCTION
REVISION DATE

EXTERIOR
ELEVATIONS

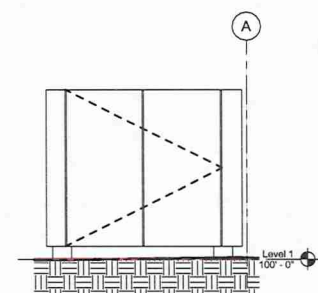
A401
FIRM GROUND



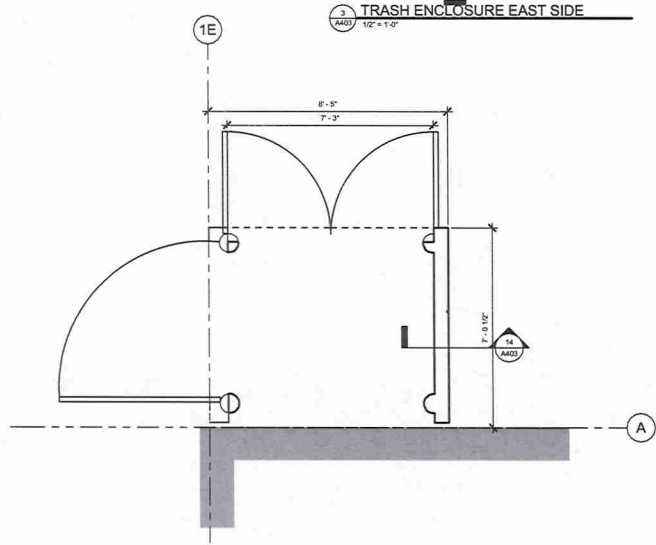
3 TRASH ENCLOSURE EAST SIDE
A403 1/2" x 1'-0"



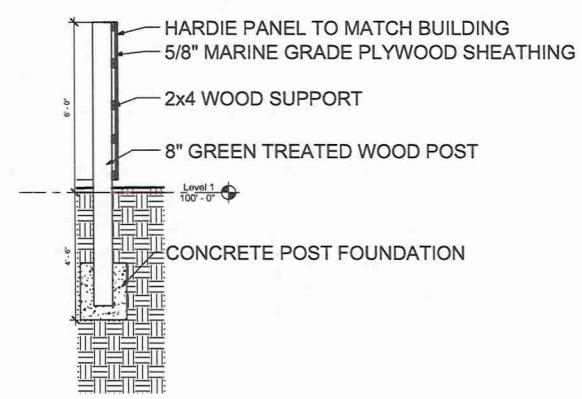
4 TRASH ENCLOSURE NORTH SIDE
A403 1/2" x 1'-0"



5 TRASH ENCLOSURE WEST SIDE
A403 1/2" x 1'-0"



1 TRASH ENCLOSURE PLAN
A403 1/2" x 1'-0"



1A TRASH ENCLOSURE SECTION
A403 1/2" x 1'-0"



architects & engineers
275 Market Street, Ste. C-27
Minneapolis, MN 55405
612.291.1626 www.firmground.com

I hereby certify that the plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the state of Minnesota.
Thomas P. Wasmoen
Minnesota 000001
Date 12/10/15
Firm Name

CONSULTANT
Align Structural, Inc.

Christian Sottermann
651-898-0154 (ext 15)
241 Cleveland Avenue South, Suite B7
Saint Paul, MN 55105

OWNER
Barrett Lawn Care

7524 Lyndale Ave S
Richfield, MN 55423

PROJECT
Barrett Lawn Care
Addition
7524 Lyndale Ave S
Richfield, MN 55422

PROJECT NO 14-104-1
ISSUE DATE 09/11/2015
DRAWN BY JWS
CHECKED BY TPW



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Issue Name
CONSTRUCTION
Revision Date
REVISION DATE

SHEET TITLE
TRASH ENCLOSURE
PLAN AND DETAILS

SHEET NUMBER
A403
FIRM GROUND

4/17/2015 Barrett Lawn Care.AGI

Luminaire Schedule						
Project: JTH Lighting Alliance						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	4	A	SINGLE	2200	0.800	wall mount
	2	B	SINGLE	N.A.	0.900	DT-A032-4K-UN

Calculation Summary							
Project: JTH Lighting Alliance							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
back area	Illuminance	Fc	1.42	11.9	0.0	N.A.	N.A.
Front	Illuminance	Fc	1.36	3.7	0.0	N.A.	N.A.

Existing Building

0.6	1.5	4.4	10.5	11.5	5.6	2.6	2.8	6.2	11.9	9.8	4.0	1.4	0.7
0.6	1.3	3.2	6.0	6.5	3.9	2.2	2.3	4.2	6.6	5.8	2.9	1.2	0.7
0.4	0.9	1.7	2.6	2.7	2.1	1.5	1.5	2.1	2.7	2.5	1.6	0.9	0.5
0.3	0.5	0.8	1.1	1.2	1.0	0.9	0.9	1.1	1.2	1.1	0.8	0.5	0.3
0.2	0.3	0.4	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.4	0.3	0.2
0.1	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1
0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

0.0	0.0	0.1
0.0	0.1	0.1
0.1	0.1	0.1
0.1	0.1	0.1
0.1	0.2	0.2
0.2	0.2	0.3
0.2	0.3	0.4
0.4	0.5	0.6
0.5	0.8	1.0
0.8	1.3	1.8
1.1	2.1	3.8
1.4	3.0	5.6
1.3	3.3	5.7
1.5	2.8	5.6
1.3	2.2	5.0
1.3	2.1	5.8
1.4	2.5	5.3
1.5	3.1	5.7
1.3	3.2	5.7
0.0	1.3	2.6
0.0	1.0	1.8
0.1	0.7	1.1
0.1	0.6	1.0
0.1	0.5	0.8
0.1	0.5	0.6
0.2	0.5	0.7
0.3	0.7	1.0
0.0	0.9	1.5
0.0	1.2	2.3
1.3	3.1	5.5
1.3	3.0	5.6
1.2	2.3	5.0
1.0	1.6	2.2
0.8	1.3	1.6
0.8	1.2	1.6
1.0	1.6	2.1
1.2	2.2	2.8
1.3	2.8	3.5
1.2	3.0	3.5

Response to questions raised by the city:

Customer Traffic:

When Barrett Lawn Care is requested to submit a proposal for year-round maintenance the appointments are always held at the site requesting service. We meet at their site because it is necessary for us to walk the grounds taking pictures and observing what the terrain is in regards to the buildings and roads. Google Earth has a hard time defining grade change; a necessary piece of information in determining what equipment can be used in each location. (Smaller mowers for hills, Bobcats for plowing narrow/hilly driveways, etc.) All the work for lawn/snow maintenance is performed at the property which hired Barrett Lawn Care. Being we have most meetings on site we rarely if ever have customers in our office. With this limited traffic customer parking is not an issue for us. *Occasionally*, once a month or less, a client will stop by to pick up a plan or deliver payment. All the work for landscaping is performed at the property which hired Barrett Lawn Care.

Equipment/parking for Barrett Lawn Care owned vehicles:

When the original building was purchased it was understood that vehicles/trailers would park on the property at night and weekends. Most (if not all) vehicles are "in the field" during business operations. Small equipment, such as lawnmowers, trimmers, blowers, etc. are stored indoors – year-round. During the winter months, 3-5 employees are allowed to take vehicles home so they can begin plowing at the cessation of each snowfall directly from their homes. In a similar manner, 3 Bobcats are parked at the location they plow eliminating the need to trailer the machine to said location. The employee responsible for the operation of the Bobcat reports directly to their machine – they do not report to "the shop" and then travel their place of work. Barrett Lawn Care has off site storage in Montgomery MN. This is used for "off season" equipment (winter equipment is stored there in the summer, and visa-versa for summer equipment during the winter). Only the equipment for the current season is on the property at any given time. Summer hours of operation are from 7 AM to 5 PM. All summer equipment is loaded in enclosed trailers, or open trailers in the shop. After all employees are punched in at 7 AM, the truck is started and travels to the first destination. Generally, minimal equipment is started and moved in the morning; all trailers are prepared the night before. During winter, the hours are determined by snowfall. Work begins 1 hour after cessation of snow. In a similar manner to summer, most trucks are loaded before the snow begins. We have back up alarms on our 3 larger trucks (by law). The reverse alarms on the Bobcats are not utilized while on Barrett Lawn Care property.

Noise:

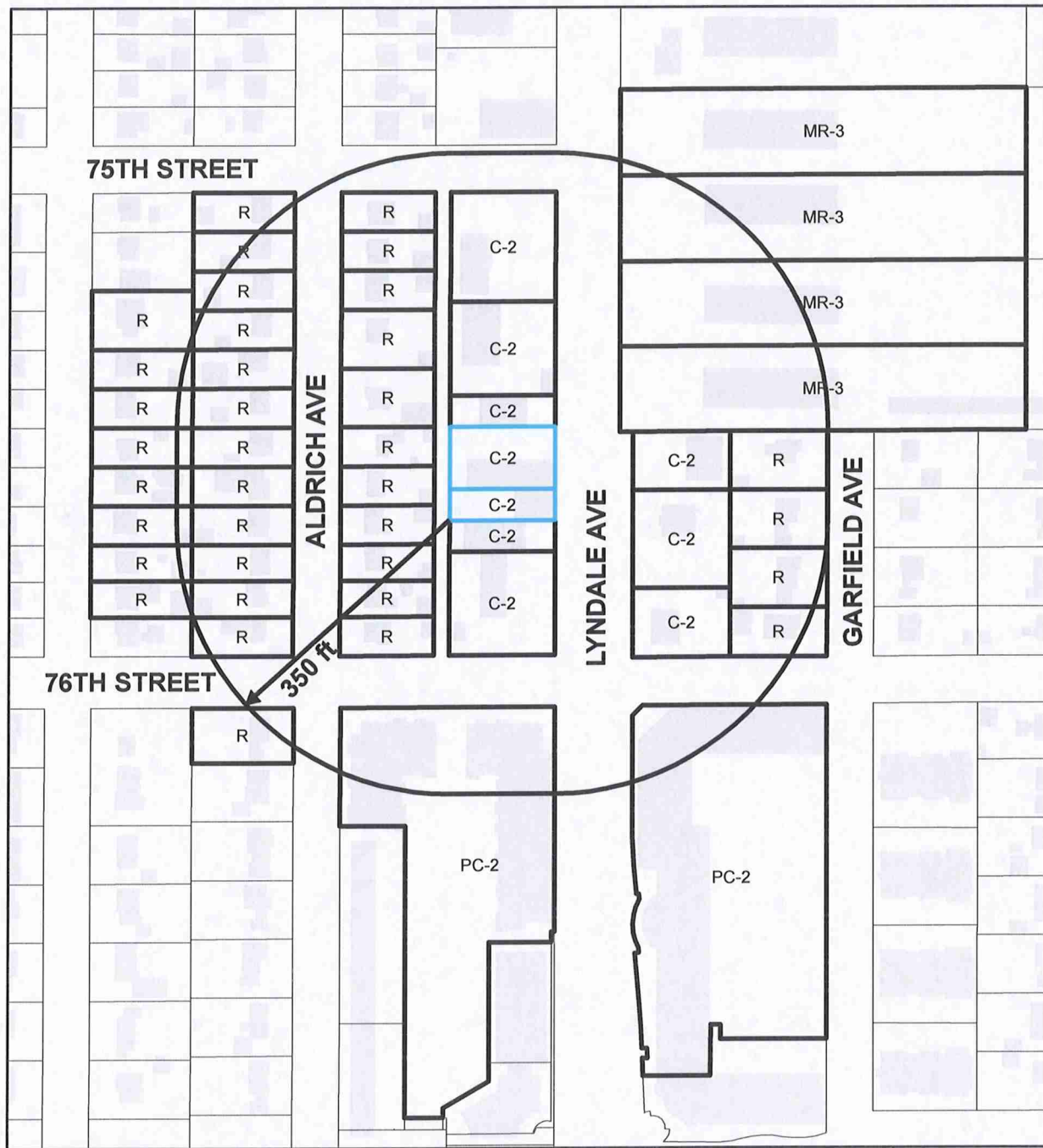
Reasonable care is taken to minimize the amount of noise (vehicles, Bobcats) generated during business operations. Residential neighbors who work "day jobs" (Charlie Degidio, 7525 Aldrich, and Patrick & Allison Haus, 7529 Aldrich) located directly behind our property have no complaints regarding noise

during operations that may occur at night during snow removal operations. A residential neighbor who works a “night job” (Leah Leonard 7520 Aldrich) located across Aldrich from our property has no complaints regarding noise during operations that occur during daytime business hours. During new employee orientation and every training meeting the staff at Barrett Lawn Care is reminded that this property shares a neighborhood with residences and to be respectful as if it were their home on the other side of the alley. Occasionally the neighbors located behind our building have used our parking lot during non-business hours.

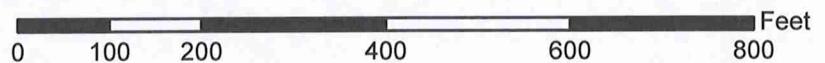
Additional points worth noting:

Barrett Lawn Care is very involved in the Richfield community. In 2014, 62% of revenue generated has a link to Richfield. The 7 mile water stop for the Richfield Urban ½ Marathon is sponsored by Barrett Lawn Care. Eric Barrett is a judge for the Good Neighbor Garden Tour, and Laura Barrett is on the Richfield Chamber of Commerce Board of Directors and on the advisory committee for the MN College of Business – Richfield Campus.

Surrounding Zoning

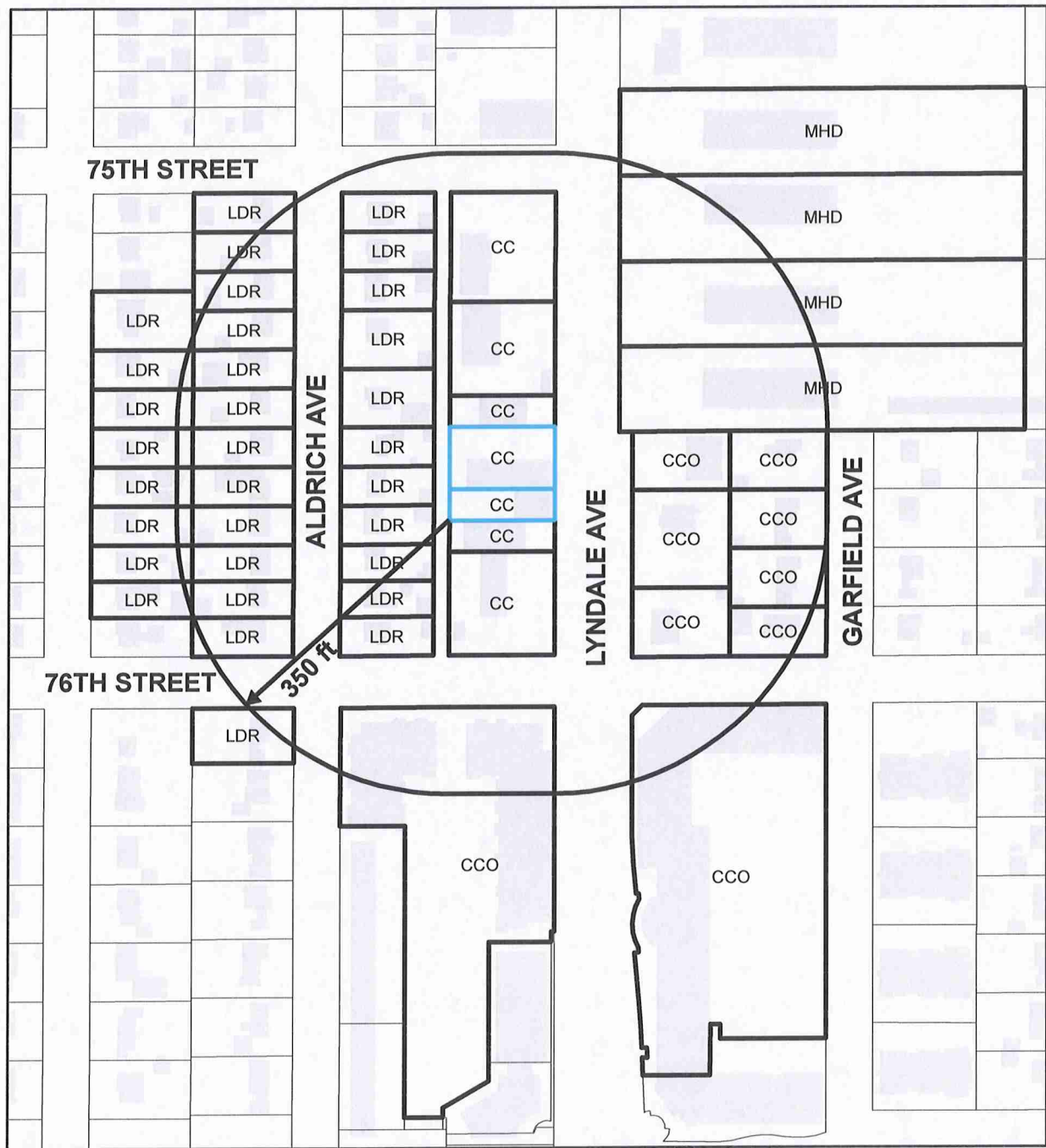


C-2 - General Commercial
PC-2 - Planned General Commercial
MR-3 - High Density Multi-Family Residential
R - Single Family Residential



7524-28 Lyndale Ave - SP 6/2015

Surrounding Comprehensive Plan



CC - Community Commercial
 CCO - Community Commercial/Office
 MHD - Medium-High Density Residential
 LDR - Low Density Residential

0 100 200 400 600 800 Feet





AGENDA SECTION:
AGENDA ITEM #

OTHER BUSINESS
9.

STAFF REPORT NO. 90
CITY COUNCIL MEETING
6/9/2015

REPORT PREPARED BY: Elizabeth Finnegan, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Acting Public Works Director
6/2/2015

OTHER DEPARTMENT REVIEW: None

CITY MANAGER REVIEW: Steven L. Devich
6/3/2015

ITEM FOR COUNCIL CONSIDERATION:

Consideration of:

1. Award of contract for the Portland Avenue Reconstruction Project (67th Street to 77th Street).
2. Authorization for the City Manager to approve changes in the construction contract up to \$100,000.
3. Proposal for Kimley Horn & Associates to provide construction engineering services.

EXECUTIVE SUMMARY:

Consistent with City Council direction, the Capital Improvement Plan, and the City's Comprehensive Plan, staff is working towards the reconstruction of Portland Avenue from 67th to 77th Street.

In 2012, the City was awarded a federal grant for the reconstruction of Portland Avenue in 2015.

A public involvement process was conducted, starting in 2013, which lead to City Council approval of the preliminary layout (Concept 2) at their April 22, 2014 meeting. The approved layout included:

- three-lane section for vehicular traffic;
- on-street bike lanes;
- green boulevards;
- concrete sidewalk on the west side of the street; and
- multi-use trail on the east side of the street.

Final plans were developed by Kimley Horn & Associates and were approved by City Council at the March 24, 2015 meeting.

An ad for bid was placed in the Richfield Sun Current on May 7th and May 14th, 2015. Bids for construction were opened on May 28, 2015. S.M. Hentges and Sons, Inc. was the lowest responsible bidder (bid tabulation attached).

The engineering firm of Kimley Horn & Associates has submitted a proposal to provide the construction engineering services for the Portland Avenue Reconstruction Project in an amount not to exceed \$508,320.

RECOMMENDED ACTION:

By Motion:

1. Accept the bid minutes/tabulation and award contract to S.M. Hentges & Sons, Inc. in the amount of \$6,893,975.08.

2. Authorize the City Manager to approve contract changes under \$100,000 without further City Council authorization.
3. Approve hiring of Kimley Horn & Associates to perform Construction Engineering Services for the Portland Avenue Reconstruction Project for a fee not to exceed \$508,320.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 2012, the City was awarded a federal grant for the reconstruction of Portland Avenue to be used in 2015.
- The City Council approved the ordering of the project on January 8, 2013.
- Plans and specifications were completed by Kimley Horn & Associates for the reconstruction of Portland Avenue.
- Advertisement for Bids was published on May 7 and May 14, 2015.
- S.M Hentges and Sons, Inc. was the lowest responsible bidder.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The project is identified in the City's Capital Improvement Program and Five-Year Street Reconstruction Plan.
- Council approval is required for expenditures over \$100,000.
- All contracts over \$100,000 required sealed bids to be solicited by public notice.

C. CRITICAL TIMING ISSUES:

- The acceptance of the bid tabulation and the award of contract will allow construction to stay on schedule to begin in 2015.

D. FINANCIAL IMPACT:

- One bid was received for construction; the bid was \$6,893,975.08
- The Engineer's Opinion of Cost for construction was \$6,317,250, the bid is within 10% of the engineers opinion of cost. Around the Twin Cities, similar road projects have seen bids 25% or more above the engineers estimate in 2015.
- Construction engineering service provided by Kimley Horn & Associates is for a fee not to exceed \$508,320.
- The total cost of the project (including construction and construction services) is estimated to be \$9.6 million. The project will be funded by:
 - Street Reconstruction Bonds (\$3,400,000)
 - State Gas Tax Fund (MSA) or Utility Funds (\$1,500,000)
 - Federal Grant (\$3,750,000)
 - Hennepin County Funds (\$750,000)
 - Xcel Utility Rate Payers-CRFS (\$200,000)

E. LEGAL CONSIDERATION:

- The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

The Council may postpone the award of the contract and direct staff on how to proceed. However, the use of Federal funds requires the contract be awarded this year.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Bid Tabulation	Cover Memo
<input type="checkbox"/> Hentges Contract	Cover Memo
<input type="checkbox"/> Kimley Horn Scope of Services	Cover Memo

CITY OF RICHFIELD, MINNESOTA

Bid Opening
May 28, 2015
10:30 a.m.

Portland Avenue Reconstruction Project
Bid No. 15-05

Pursuant to requirements of Resolution No. 1015, a meeting of the Administrative Staff was called by Elizabeth VanHoose, City Clerk, who announced that the purpose of the meeting was to receive, open and read aloud, bids for the Portland Avenue Reconstruction Project, as advertised in the official newspaper on May 7 and May 14, 2015.

Present: Elizabeth VanHoose, City Clerk
Liz Finnegan, Civil Engineer
Cheryl Krumholz, City Manager Representative

The following bids were submitted and read aloud:

Bidder's Name	Bid Bond	Non-Collusion	Foreign Iron or Steel Stipulation	Responsible Contractor Certificate	Form 21126D	CM-3234	Addendum Nos. 1-3 Received	Total Base Bid
SM Hentges & Sons	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$ 6,893,975.08

The City Clerk announced that the bids would be tabulated and considered at the June 9, 2015 City Council Meeting.

Elizabeth VanHoose City Clerk

CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA
CONTRACT FOR MUNICIPAL CONSTRUCTION

City Project No. 41008

Contract No. 2809

Bid No. 15-05

Class of Work: Street, Underground Utility, Landscaping, and Lighting

THIS AGREEMENT is made this 9th day of June, 2015, between the City of Richfield, Minnesota, acting by and through its Mayor and City Manager ("City") and S.M. Hentges & Sons, Inc. ("Contractor").

1. **Contract Price.** The Contractor, in consideration of the payment of the contract price – Six Million Eight Hundred Ninety Three Thousand Nine Hundred Seventy Five Dollars and Eight Cents (\$6,893,975.08) – will furnish all materials (except such as are specified to be furnished by the City, if any), all necessary tools and equipment, and do and perform all the necessary work and labor for the full completion of the City Project: **Portland Reconstruction Project ("Project")**.
2. **Compliance with Plans.** Contractor shall complete the Project as shown in the approved plans, specifications and special provisions (collectively, "Plans") that are on file in the office of the City's Public Works Department. The Plans are attached and are made a part of this Agreement.

Contractor agrees that all work shall be done and performed in the best and most proficient manner and that all materials and labor shall be in strict conformity with the Plans for the Project. All work is subject to inspection and approval by the City Engineer, or her authorized designee. If the City rejects any material or labor as defective or unsuitable, then the Contractor must remove the rejected materials and replace it with material approved by the City Engineer, at the cost of the Contractor. The Contractor must also perform anew any rejected labor to the satisfaction and approval of the City Engineer, or her designee, at the cost and expense of the Contractor.

3. **Commencement and Completion of Work.** The Contractor further agrees that it will commence work as soon after the Pre-Construction Meeting and as appropriate permits have been obtained, and will have all work done and the improvement fully completed to the satisfaction and approval of the City Council of the City of Richfield, Minnesota, on or before June 30, 2016.
4. **Delays and Liquidated Damages.** Time is of the essence for completion of the Project. If the Contractor fails to complete the Project within the time herein specified, the City shall have the right to deduct from the unpaid part of the contract price, liquidated damages (it being

impossible to determine the actual damages occasioned by the delay) of \$1,500 for each calendar day of delay, until the work is completed.

Upon receipt of written notice from the Contractor that there will be delay in completion of the Project, the City may in its discretion extend the date for completion. In such case, the Contractor shall become liable for liquidated damages only for failure to perform within the time so extended.

If delays are caused by the weather, labor strikes or other factors not caused by Contractor and Contractor cannot provide written notice as described above, then the City may also in its discretion excuse such delays and extend the date for completion.

5. **Claims for Extra Work or Materials.** Contractor shall not do any work or furnish any materials not covered by the Plans and this Agreement, unless such work or materials is first ordered in writing and approved in writing by the City. If Contractor performs such extra work or provides additional materials without the required written order and approval, the additional costs shall be borne by Contractor.
6. **City Not Liable.** The City, including its Council, employees and agents, shall not be liable or responsible in any manner to the Contractor, its subcontractors, materialmen, laborers or any other person for any claim, demand, damages, actions, or causes of action of any kind arising out of this Agreement or the performance and completion of the Project described herein.

Dated at Richfield, Minnesota, this 9th day of June, 2015.

Signatures for:

S.M. Hentges & Sons, Inc. (Contractor)

By _____

Its _____

Signatures for:

CITY OF RICHFIELD, MINNESOTA (City)

By _____

Its City Manager, Steven L. Devich

By _____

Its Mayor, Debbie Goettel



June 2, 2015

■
Suite 238N
2550 University Avenue
St. Paul, Minnesota
55114

Ms. Kristin Asher, P.E.
City Engineer
City of Richfield
1901 E 66th Street
Richfield, MN 55423

**Re: Portland Avenue (CSAH 35) Improvements - 67th Street to 77th Street
Proposal for Construction Phase Services**

Dear Kristin,

Thank you for the opportunity to submit this proposal for construction phase services for the Portland Avenue Improvements project. We understand that the primary objective of this scope is to provide assistance to the City of Richfield in providing construction observation, administration, staking, and materials testing services for the reconstruction of Portland Avenue between 67th Street and 77th Street.

Project Understanding

The City of Richfield has received Federal STP-UG funding for improvements to Portland Avenue (CSAH 35) from 67th Street to 77th Street. The City has requested that Kimley-Horn provide a Scope of Services for construction observation, administration, staking, and materials testing services for the Portland Avenue project. The project will adhere to Minnesota Department of Transportation (MnDOT) State Aid standards for Federal Aid projects.

Scope of Services

The following is a summary of our proposed Scope of Services for the project.

Construction Phase Services

Kimley-Horn will provide construction phase services for the project as detailed below. For the purposes of this contract, we have assumed the following construction schedule:

Construction Start	July 6, 2015
Construction Complete	June 30, 2016

We have assumed that this will include the following number of construction weeks:

■
TEL 651 645 4197
FAX 651 645 5116

2015 Construction Year	20 weeks
<u>2016 Construction Year</u>	<u>13 weeks</u>
Total	33 weeks

A. Construction Observation

We will provide full-time construction observation for the duration of the 33 week construction schedule. We have assumed one (1) full-time observer at 45 hours/week for 33 weeks and one (1) part-time observer for 20 hours/week for 15 weeks. The need for a second part-time observer will be dependent on the contractor's schedule and operations. The construction observation tasks will include the following:

- Provide construction observation for roadway, utility, trail, traffic signal, underpass, retaining wall, and landscape improvements.
- Act as the first point of contact for City staff to provide construction updates and address property owner issues.
- Act as the City's liaison to other agencies during the project construction.
- Act as the City's liaison to property owners during the project construction.
- Complete daily reports of construction activities.
- Complete IRA logs for quantities on a daily basis.
- Maintain construction paperwork documentation consistent with MnDOT Federal Aid standards.
- Review certified payroll reports and conduct contractor staff interviews.
- Assist in coordinating private utility relocations with the contractor.
- Attend weekly construction meetings on the project site.

B. Construction Administration

Construction administration tasks will include the following:

- We will coordinate with MnDOT on the review and approval of the low bid. We will review the contract and insurance documents prepared by the contractor prior to the City award of the contract.
- We will provide overall project management for the duration of the 33 week construction schedule.
- We will provide a part-time construction project engineer for the duration of the project construction. The construction project engineer duties will include the following:
 - Facilitate the pre-construction meeting
 - Facilitate weekly construction meetings
 - Review extra work requests and prepare change order documentation
 - Prepare partial payment applications for submittal to City staff for processing
 - Coordinate with agencies during construction

- We will provide design team support during construction. We have assumed the following efforts for the design team:
 - Roadway Engineer – 40 hours
 - Utility Engineer – 20 hours
 - Drainage Engineer – 20 hours
 - Traffic Engineer – 40 hours
 - Lighting Engineer – 10 hours
 - Landscape Architect – 20 hours
- We will coordinate the review of contractor submittals during the project construction. We have assumed the following shop drawings/submittals will need to be reviewed.
 - Storm Sewer Structures
 - Landscape Materials
 - Modular Block Retaining Walls
 - Water Main
 - Sanitary Sewer
 - Bituminous
 - Concrete Mix Designs
 - Traffic Control
- Upon completion of the project, we will prepare as-built drawings.
- We will assist City staff with the final project closeout. This task will include submittals to MnDOT for final acceptance of the project.

C. Construction Staking

We will provide construction staking services for the project. All construction staking will be provided by a Kimley-Horn subconsultant, Pioneer Engineering.

D. Construction Materials Testing

We will provide construction materials testing for the project. All construction materials testing services will be performed by a Kimley-Horn subconsultant, Braun Intertec.

Estimated Costs

KHA will provide the Scope of Services identified above on an hourly labor fee plus expense basis. The following is a summary of our estimated fees and expenses.

<u>Work Task</u>	<u>Estimated Cost</u>
A. Construction Observation	\$ 272,250
B. Construction Administration	\$ 70,070
C. Construction Staking	\$ 75,000
D. Construction Materials Testing	\$ 70,000
Total Estimated Fees	\$ 487,320
Reimbursable Expenses	\$ 21,000
Total Estimated Fees and Expenses	\$ 508,320

A more detailed summary of our estimated hours and costs for the construction phase services is provided on the attached spreadsheet. Labor fee will be billed according to our current standard hourly rate schedule. Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated cost for the Scope of Services included as a part of this proposal is, therefore, \$508,320 including all labor and reimbursable expenses.

We appreciate the opportunity to submit this proposal and look forward to work with you on this project. Please feel free to contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

William C. Klingbeil, P.E.
Project Manager

Jon B. Horn, P.E.
Senior Vice President

Copy: Project File